

CERTIFICATE FOR NO DEVIATION

This is with reference to Tender enquiry No. ENQ:18:PS:0005:PUR:17

for ISX, BHEL PSSR, HQ, Chennai.

I, _____ Of

M/s _____ hereby

*certify that there is no deviation from the Tender conditions either
technical or commercial and I am agreeing to all the terms and
conditions mentioned in the Tender Specification.*

SIGNATURE OF THE TENDERER

OFFICE SEAL

1. This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com> (For e-procurement assistance & training, bidders may contact helpdesk Ph.no: 079 40270590/545/560/599/578 and email id: Bhel.Support@abcProcure.com) Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids shall be submitted as described

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:

TECHNICAL OFFER:

1. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section).
2. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section)
3. Duly filled all annexures (To be attached in Attachment section).
4. Pre-qualifying documents with all credentials (To be attached in Attachment section)
5. Unpriced RATE SCHEDULE (To be attached in Unpriced bid Attachment section).

PRICE BID:

1. Duly filled in RATE Schedule as per format given. (To be attached in price bid Attachment section)
2. The Rates Quoted should be FIRM till the Completion of the Order. No revision in rate shall be entertained after opening of the tenders. Rates quoted shall be inclusive of all taxes on FOR Destination basis. Supplier should furnish all GST details separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The GST value will be deducted while comparing your offer to arrive L1 status. We will not furnish any 'Concessional " Form.
3. Goods and service Tax (GST) & Cess
 - 3.1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
 - 3.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.
 - 3.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:

BHEL GSTN -
NAME & ADDRESS -
- 3.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 3.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 3.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 3.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law

and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.

- 3.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 3.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 3.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL
4. All taxes and duty other than GST & Cess and BOCW Cess
The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.
5. Statutory Variations
Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.
6. New Taxes/Levies –
In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.
7. Direct Tax
BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.
8. LIQUIDATED DAMAGES & RISK PURCHASE: Seller is to understand that "Time is the essence of the contract". Hence the delivery of the goods mutually agreed, specified in the purchase order should be adhered to within the time mentioned. Where the seller supplies/dispatches the materials beyond the delivery date, as specified in the order, the Purchaser will have no obligations to accept the goods.
In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice.
- Based on delivery conditions, following LD clauses shall be operated.
- a) LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However, even if a staggered delivery schedule for Capital Machine/ BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value.
- c) In case of any amendment/revision, the LD shall be linked to the amended/ revised PO value.

In addition to the above, in case the vendor shall fail to complete the supply of the any of the materials

within the specified time (either partially or fully), it shall be lawful for BHEL PSSR Chennai, to procure the same at the risk and cost of the supplier. In such event it will be obligatory on the part of the supplier to pay the additional expenditure incurred to BHEL PSSR for any loss due to such risk purchases.

9. LEFT BLANK
10. ***SPLITTING THE ORDER: BHEL have the rights to place orders on Item wise or Package or more than one Vendor.***
11. SUSPENSION OF BUSINESS: It may be noted that guidelines / rules in respect of 'Suspension of Business dealings', 'Vendor evaluation format', Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.
12. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site "http://www.bhel.com → tender notification".
13. FRAUD PREVENTION POLICY: "The bidder along with its associate/collaborators/sub-contractors /consultants/service providers shall strictly adhere to BHEL. Fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice."
14. BHEL reserves the right to go for REVERSE AUCTIONING (RA) instead of opening the online / sealed price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. As bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
- The bidders have to necessarily submit online sealed bid less than or equal to their price bid already submitted to BHEL along with the offer. The online / sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & online / envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to online/envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect.

However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to

BHEL" Non-submission of 'online / sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know further details about the methodology, they may please contact Sr.MANAGER /Purchase, BHEL, PSSR Chennai 35.

However, if reverse auction process is not adopted or is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the Online / sealed 'PRICE BIDs' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during

15. Authorization of representative who will participate in the on line reverse auction process;
 - i. Name and designation of official. ii. Postal Address (Complete).
 - iii. Telephone Nos. (Both Land line & Mobile). iv. FAX No E-mail address.
 - v. Name and Place /State/Country, where from he will participate in the reverse auction.
16. Payment Term:

90% payment of Supply value shall be made within 30days from the date of receipt of material at destination and on submission of complete documents to BHEL PSSR HQRS, Chennai. Balance 10% shall be released on Completion of Guarantee period.
17. Vendor should submit their offer along with Manufacturers Test Certificate, Detailed specification, Product Catalogues, Performance Certificates obtained from the Previous customers, The manufacturer QAP, BOQ, Drawings, including General Arrangement Drawings etc .
18. Inspection will be carried out at supplier works by BHEL or BHEL Approved Third Party Agency (TPIA). To carry out the inspection the Supplier is requested offer Inspection call well in advance along with BHEL approved QAP General Arrangement Drawings and to arrange the item with all Testing arrangements including arrangements etc. and detailed inspection plan.
19. Tender Conditions for MSE supplier: MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM /I certificate along with CA certificate (Format enclosed as per Annexure - I) applicable for the year,

certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

BHEL shall consider any new supplier as MSE vendor provided anyone of the following documents are submitted along with their offer/application

- (a). Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

- (b). Valid NISC certificate

- (c). Entrepreneurs memorandum Part II (EM II) valid based on deemed validity of 5 years) (d).

Valid EM II certificate along with attested copy of CA certificate as per prescribed format

Annexure -1 applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006)at time of tender evaluation. “ Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents”.

- (e). MSEs are exempted from payment of earnest money (EMD) in addition to free issuance of Tender Documents.

Payment Terms:

- (a). Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Purchase Preference to MSEs as follows:

- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be followed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprise shall be allowed to supply upto 20% of total tendered value.
- In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
- In case of tender item is non-splitable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

- Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,

20. Please refer to the instructions to Tenders regarding Terms & Conditions as applicable to this Enquiry, which is enclosed.

21. Please seek all the clarifications, if any, before quoting and submit a “ NO DEVIATION CERTIFICATE”.
Agreeing to all terms and conditions

22. CONSIGNEE ADDRESS:

AGM/ TSX

BHEL PSSR

690, Anna Salai

Nandanam, Chennai – 35.

23. The offer validity should be 90 days from the date of opening of Tender.

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website, <https://bheleps.buyjunction.in> www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this enquiry for the subject work, tender may be processed through Reverse Auction mode i.e., ON LINE BIDDING ON INTERNET. The General Terms and conditions of the RA shall be as follows:

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for RA (quoted against this tender enquiry) will have to necessarily submit “ on line sealed bid” in the RA. Non submission of “on line sealed bid” by the bidder will be consider as tampering of the tender process and will invite action by BHEL as per extent guide lines in vogue”.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. “Business rules’ like event date, time, bid decrement extensions etc., also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure-IV) before start of Reverse auction. Without this the bidder shall not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (eg., EXCEL sheet) which will help to arrive at “Total Cost to BHEL’ like packing & forwarding charges, Taxes and duties, Freight charges, Insurances, Service Tax for services and loading factors (for non compliance to BHEL standard commercial terms and conditions) for each of the bidder to enable them to fill in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to Fax / e-mail the duly signed Filled-in prescribed format for price breakup including that of line items, if required (Annexure- VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL will shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auction site of service provider, using the Login IDs passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction” which will be communicated before the Reverse Auction.
13. If the bidder or any of his representative are found to be involved in price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped / aborted.
14. The Bidder shall not divulge either his bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for Reverse Auction procedure the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

SL.NO	Description	Mandatory Vendor Confirmation
1	Comply to supply of the following at site. For Supplying of Portable pH Meter Consignee: AGM/ TSX BHEL PSSR 690, Anna Salai Nandanam, Chennai – 35.	
2	The Rates Quoted should be firm till the completion of the Order. No revision in rate shall be entertained after opening of the tenders.	
3	NODEVIATION CERTIFICATE (Same to be Attached In Attachment Section).	
4	LIST OF PQR (PRE-QUALIFYING) Documents with all Credentials (Same to be attached in attachment section)	
5	QAP Quality Plan Documents (Same to be attached in attachment section)	
6	BOQ Bill of Quantity (Same to be attached in attachment section).	
7	Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached in attachment section).	
8	Whether falling under MSME category (Proof to be attached in attachment section)	
9	Comply to BHEL Payment Terms as per Tender	
10	Erection & Commissioning Charges in %	%
11	Civil foundation and earthing charges in %	
Other Charges (Which Attracts GST If any)		
12	(a).	%
13	(b).	%
14	Sub total (a+b)	%
15	GST on .Base Price+E&C+civil foundation and earthing+P&F +Freight+Transit Insurance+other Charges. (ie.,CGST+SGST+IGST+UTGST)	%
16	CESS ON GST (IF APPLICABLE)	%
17	GST CREDIT PASSED ON TO BHEL	%
18	Comply to Participate in Reverse Auction & Contact Details	
19	GST Registration No & details (same to be attached in attachment section).	

Vendor Sign and Office seal

ANNEXURE-I

Certificate By Chartered Accountant On Letter Head Of The C.A. FIRM

TO WHOM SO EVER IT MAY CONCERN

This is to Certify that M/s,

(hereinafter referred to as 'company') having its registered office at is
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)
..... dtd:..... ,

Category: (Micro /Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited
financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and
building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E)
dated October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture,
fittings and other items not directly related to the service rendered or as may be notified under the MSMED
Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... Lacs
for..... Micro I Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable)
and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within
the period of 3 years from the date of graduation of such enterprise from its original category as notified vide
5.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of
MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

BHEL : PSSR : CHENNAI

DETAILS OF CONTRACTOR/SUPPLIER FOR E REMITTANCE OF PAYMENTS BY BHEL PSSR/CHENNAI

1 NAME & ADDRESS OF THE CONTRACTOR/SUPPLIER

2 BANK A/C NO

3 TYPE OF A/C (CC / CURRENT)

4 NAME OF THE BANK

5 NAME OF THE BRANCH

6 BRANCH CODE

7 BANKER'S ADDRESS

8 MICR NO

9 IFSC CODE

THE CONTRACTOR / SUPPLIER, DULY ATTESTED BY THEIR BANKERS



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS FOR ITEM PROCURED IN INDIA

INSTRUCTIONS TO THE VENDORS/BIDDERS

1. **PURCHASER :** Purchaser shall mean Bharat Heavy Electricals Ltd, a company registered under Indian Companies Act 1956 with registered office at BHEL House, Siri Fort New Delhi 1100049 or its authorized officers or other employees authorized to deal with the matters concerned and having Regional Service Centre at 690, Anna salai, Nandanam, Chennai-600035.
2. **BIDDER/VENDOR:** means to those to whom enquiries have been sent for any purchase in case of Limited Tender and any bidder in case of Open Tender
3. **SELLER:** Seller means the successful bidder who is getting the Purchase Order from BHEL.
4. These purchase specifications as a whole, duly furnishing all the details required and other documents as required in the following pages shall be duly signed, scanned and uploaded in the M Junction portal.
5. Tenders/bids/offers are invited as E Tender for the scope of supply as per the specifications detailed and enclosed to the Enquiry. The offers sent in hard copy shall not be considered.
6. The vendors shall thoroughly read all the specifications before quoting. Vendor to clarify all doubts/ discrepancies in the Tender document with the authority inviting bids for clarifications, before submission of bids.
7. The offers shall be submitted in total compliance of the Terms and Conditions and are to be submitted online before the due date. **THE VALIDITY OF THE OFFER SHOULD BE FOR 90 DAYS UNLESS OTHERWISE SPECIFIED.**
8. The offers will be opened on the due date with due intimation to Bidders online through M Junction Portal.
9. The prices shall be quoted on "F.O.R Destination" basis only unless otherwise specified. The Price shall include all Duties/Taxes as applicable. It also includes Freight and Insurance up to destination. (Consignee). If the bidders prefers to quote only the basic price, then it should be followed by the duties and taxes in percentage as applicable and freight & insurance duly specified. Offers with incomplete information / prices are liable for rejection. **NO PRICE ELEMENTS SHALL BE INDICATED AS EXTRA.**
10. The rates should be quoted in both words and figures. In case discrepancy found between the rates quoted in words and figures, the least of the two will be treated as valid quoted rate.



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11. The basic price shall be kept firm till completion of the order and will not be subjected to variation, unless otherwise agreed upon specifically. However statutory variations on Taxes and Duties on the rates prevailing at the time of delivery shall be applicable.
12. Payment will be effected only after receipt of total quantity of materials as per PO at the destination within the delivery date stipulated unless otherwise specifically agreed in the Purchase Order.
13. No revision of prices whatsoever will be entertained /accepted after the Tender is opened.
14. In case of Tender for supply from abroad involving payment of foreign exchange, the price quoted should separately indicate the foreign exchange components involved and the extent of payment acceptable in Indian currency. **The exchange rate variation is not admitted unless otherwise specifically agreed/mentioned in the enquiry.** In such cases, the Tenderer also should give the following details without fail.
 - a. F.O.B price
 - b. Ocean freight/ insurance
 - c. Air freight/insurance
 - d. Ext gross weight of consignment
 - e. Indian agency commission payable in Indian rupees as applicable
15. **“C” FORMS OR ANY OTHER CONCESSIONAL SALES TAX DECLARATION FORMS WILL NOT BE ISSUED BY BHEL. THE BIDDER TO QUOTE THE TAX COMPONENTS ACCORDINGLY.**
16. **“NO DEVIATION CERTIFICATE** “has to be submitted along with the Technical bid conforming to the terms and conditions of the enquiry.
17. **“LATE TENDERS/BIDS”:** The offers received after Tender opening due date will be liable for rejection and shall not be considered.
18. Products with ISI certificates are preferred.
19. Manufacturer’s name, Trade mark or patent number if any, should be clearly specified. Illustrative leaflets giving technical particulars/parameters are to be enclosed to the offers along with list of customers / their purchase orders to whom similar product had been supplied, in the past three years.
20. SSI/NSIC Registered units must highlight the status indicating registration number in their offer without fail for availing MSME benefits.



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21. In case of Limited Tender, if the bidder is not interested in /not in a position to quote for this enquiry, the same should be communicated the same before due date of the Tender submission for consideration in subsequent enquiries.
22. In case of participation by the authorized distributors/dealers on behalf of the vendor, the copy of the legal arrangements/Terms and Conditions agreed between the parties (duly made in stamped paper) should be submitted. Due intimation in advance shall be given on or before the due **date** for consideration of such offers. The total responsibility for performance of the work/purchase as per specifications will be with the authorized vendor.
- 23 & 24 – Intentionally Left Blank.
25. **QUOTATIONS:** All documentation and correspondence regarding the Contract/Purchase shall **be in English language and international numerals only**. The rates quoted shall be in figures as well as in words. In case of difference between the words and figures, the least of the two will be treated as valid quoted rate. All entries shall be either be typed or to be written in ink. Erasers and over writing is not permitted and may render such bids be liable for rejection. All the cancellations and insertions shall be duly attested by the bidder. Wherever Sales tax is claimed, the Central or state Sales registration number should be given both in the offer as well as in the invoice/bill. Please refer the conditions in case of Tender for supply from abroad involving payment of foreign exchange. (Clause no 15)
26. **SAMPLES:** sample should be submitted along with the offer, if asked for.
27. **INSPECTION & ACCEPTANCE OF GOODS:** It is subject to BHEL inspection at supplier's works before dispatch or on receipt at destination as the case may be, as per the agreed/approved Quality plan. Final / stage inspection will be carried out at the destination/supplier's works by the authorized inspection official in line with agreed quality plan. Wherever preliminary or stage inspection is to be carried out at supplier's works, the same is subject to final acceptance after receipt of the material at the destination and the decision of the Purchaser shall be final. The property of goods shall not pass until final acceptance by the purchaser. In case of delay in inspection process for reasons attributable to the seller, the financial loss /liability sustained by the purchaser shall be borne by the supplier. Since delivery period includes the time for pre dispatch inspection by BHEL, the supplier shall intimate the readiness of material for inspection well in advance to expedite the inspection process and to enable the supplier effect delivery in time.
28. **QUALITY PLAN :** BHEL may give the quality plan of their own else may request the vendor to submit the quality plan along with the offer , as applicable, for approval by BHEL. (please refer specifications) The quality plan is expected to cover generally specification of the items, stage inspections to be carried out, guarantee/warrantee /test certificates/inspection



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reports, sampling plan as per IS . BHEL will also identify the inspection agency including the customer, as applicable. The bidder/vendor shall furnish the details of the inspection facilities available with him in the quality plan, as applicable. The Quality Plan will be finalized before proceeding with execution of PO. The vendor is requested to ensure completion of QP in all aspects before proceeding with PO. The vendor should provide calibrated instruments etc for carrying out the inspection as per the quality plan.

29. **REJECTION:** The seller shall intimate the purchaser in writing within 15 days after receipt of rejection advice regarding the disposal of rejected material **and action plan for replacement**. If no information is received within this time, the purchaser shall be at liberty to return the material at the cost of risk of the seller after recovering the cost if any, including inward freight and other incidental charges incurred. The purchaser will not be responsible for the rejected material thereafter and no claim will rest on them.

30. **PACKING , MARKING & FORWARDING :**

PACKING: the supplier shall arrange for secure protective packing of the goods suitable for tropical conditions to avoid loss, damage or atmosphere action during transit by road/train/**air**. The packing standard shall comply with relevant national standards, where available, carriers' conditions of packing or established trade practice. The seller shall be liable to replace the material or reimburse the value of the loss notwithstanding whether insurance is arranged by him or not. The packing materials and cases **and packing charges are included in the quoted price** unless otherwise agreed.

MARKING: The following marking shall be made on each package in BLACK BOLD CAPITAL LETTER:

- a. BHEL CONSIGNOR DIMENSION
- b. PSSR CONSIGNEE WEIGHT : GROSS & NET

The above marking should be stenciled or written in bold letters on the package. Should the packages be too small, suitable cards/metal tags giving these details may be tagged or nailed. Copy of the packing slip should be kept in each package **without fail**.

DESPATCH INTIMATION: immediately after dispatch, the Seller shall intimate AGM/Purchase BHEL PSSR Chennai the details of the items dispatched, quantity, order reference, LR/RR No and date by telegram/fax/e-mail.

31. **TERMS OF PAYMENT:** Payment shall be made as per the following terms unless otherwise specified..
- Where only supply is involved, 100% payment will be made within 30 days of satisfactory receipt of materials and on submission of Performance Bank Guarantee valid till completion of Guarantee Period and against submission of Store receipt voucher



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(SRV)/FARV (fixed asset acceptance receipt voucher)/MRV (material receipt voucher). These vouchers are issued by the consignee only.

- Where installation and commissioning is involved, 90% payment will be released within 30 days of satisfactory receipt of materials and acknowledgement (as per SRV/FARV/MRV) and balance 10% will be paid after successful installation and commissioning and on submission of Bank Guarantee for the 10% value valid up to the guarantee period agreed between BHEL and the Vendor .
- 32. **SECURITY DEPOSIT :** Where required , Security deposit or Bank guarantee shall be submitted for a sum equal to 10% of the total value of the order on receipt of confirmed purchase order from BHEL .(please refer specifications for applicability)
- 33. **LIQUIDATED DAMAGES & RISK PURCHASE:** Seller is to understand that “Time is the essence of the contract”. Hence the delivery of the goods mutually agreed, specified in the purchase order should be adhered to within the time mentioned. Where the seller supplies/dispatches the materials beyond the delivery date, as specified in the order, the Purchaser will have no obligations to accept the goods.
In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice.

Based on delivery conditions, following LD clauses shall be operated.

- a) LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However, even if a staggered delivery schedule for Capital Machine/ BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value.
- c) In case of any amendment/revision, the LD shall be linked to the amended/revised PO value.

In addition to the above, in case the vendor shall fail to complete the supply of the any of the materials within the specified time (either partially or fully), it shall be lawful for BHEL PSSR Chennai, to procure the same at the risk and cost of the supplier. In such event it will be obligatory on the part of the supplier to pay the additional expenditure incurred to BHEL PSSR for any loss due to such risk purchases.

- 34. **INSURANCE:** wherever delivery terms quoted for FOR Destination specifically agreed to and directed, the supplier shall insure at his cost the goods for all transit risks including 30 days storage risks from the date of delivery of goods at the final destination. In other cases,



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supplier must furnish of dispatch of each consignment immediately after dispatch. Failure to do this will make the supplier responsible for making good any loss which might have been recovered from the under –writers.

35. **SUBCONTRACTING:** This order or any part thereof shall not be subcontracted without the consent of the Purchaser. The total responsibility for the supply and performance of purchased items, as per guarantee rests with the seller, even if BHEL accepts the above arrangement.
36. **METRIC SYSTEM:** Seller shall indicate all the measurements only in Metric system.
37. **INDEMNITY:** Seller shall indemnify the Purchaser against any claim due to breach of patent, trademark, negligence, defective material, or injury to seller or his agent
38. **GUARANTEE & WARANTEE :**
- The items purchased are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning i.e. put into use or for 18 months from the date of dispatch, whichever is earlier unless otherwise specified.
 - If any defect is noticed during the above period, the same shall be replaced free of cost on FOR destination basis within a reasonable time. The time for replacement based on the component and urgency will be intimated by BHEL and the vendor should replace the items.
 - To this effect Guarantee / manufacturer's test certificate shall be furnished along with the original documents.
39. Three sets of Operation & maintenance manuals/ technical literature, drawings etc are to be supplied free of charges along with the items being procured.
40. **DISPUTES, ARBITRATION & JURISDICTION ;**
- All disputes between the Purchaser and the seller arising out of this transaction , other than those for which decision of the BHEL is final, shall after written notice by either part to the PO to other party by referred to sole arbitration of Executive Director or his nominee.
 - The Arbitrations shall be conducted in accordance with provisions of Arbitration and Conciliations Act 1996. The Purchase will be governed by the law for the time being in force in the Republic of India.
 - The civil court having ordinary original Jurisdiction at Chennai, Tamilnadu alone have exclusive jurisdiction in regard to all claims in respect of this transaction/ purchase. No other civil Court have jurisdiction in case of dispute, of this contract.



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41. **GENERAL:** All other conditions which might have been quoted by the Seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in writing by the Purchaser will not be applicable to this order. The Seller should intimate the Consignee in writing regarding the readiness of material, in cases where Purchaser has agreed to arrange collection with a copy to AGM/Pur/BHEL PSSR Chennai.
42. ANY REFERENCE MADE HEREIN (ENQUIRY/PURCHASE ORDER) TO ANY OF THE NATIONAL/INTERNATIONAL STANDARDS IMPLIES IT'S LATEST EDITION.
43. THE VENDORS SHOULD SUBMIT GUARANTEE, SOUNDNESS & BONAFIDE CERIFICATES WHILE SUPPLYING THE ITEMS. SUGGESTED FORMAT IS GIVEN UNDER SL. No. 44.
44. **PROFORMA (TYPICAL)-**

To be typed on letter head and certified with Signature & Stamp

- a. **GUARANTEE Certificate:** Certified that the materials dispatched vide RR/LWB/PBW nodated Conform to the quality as per specification of the Purchaser vide PO No Dated and guaranteed for 12 months from the date of putting the same to actual use /consumption /commissioning or 18 months from the date of dispatch whichever is earlier against all manufacturing defects, faulty materials, bad workmanship etc. if any defect is noticed during the above period, the defective materials shall be replaced or rectified free of cost on FOR/Chennai/destination basis within a reasonable time.
- b. **SOUNDNESS CERTIFICATE :** certified that the materials dispatched under RR/LWB/PWB Nodatedcovered by our invoice No Datedfor Rs.....against yourorder.....dated were in a sound condition at the time of dispatch. The material supplied against this order conforms to the specification mentioned therein and if found defective at the time of inspection by you, the same will be replaced free of cost.
- c. **BONAFIDE CERTIFICATE :** I have personally examined and verified and do hereby certify that the goods in respect of which the payment id being claimed have actually dispatched by me /us under RR/LWB/Air consignment Note No.....Postal receipt Number..... Duly drawn in favour of the consignee which is genuine and mentioned in the bill and I hold myself personally responsible for the correctness of this statement.
I further certify that the above mentioned RR No /LWB No/Air consignment Note No..... postal receipt No.....has been forwarded to the consignee mentioned in the Purchase order under



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Registered Post with acknowledgement due.

45. The purchaser reserves the right to cancel or split-up the Tender /offer and place order for individual items with different vendors with varying quantities in line with the enquiries.
46. **FORCE MAJEURE:** the following shall amount to force majeure – Acts of God, Acts of government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes over which the vendor is not having any control. If the vendor suffers delay in fulfilling the obligations due to force majeure, as defined above, BHEL will grant only delivery time extension, by a period of time equal to the period of delay provided that on the occurrence of any such contingency, the vendor shall immediately reports to BHEL in writing the causes of delay. The vendor is not eligible for any other compensation.
47. **TENDER CONDITIONS FOR MSE SUPPLIER:**

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM /I certificate along with CA certificate (Format enclosed as per Annexure - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

BHEL shall consider any new supplier as MSE vendor provided anyone of the following documents are submitted along with their offer/application

- Valid NISC certificate
- Entrepreneurs memorandum Part II (EM II) valid based on deemed validity of 5 years)
- Valid EM II certificate along with attested copy of CA certificate as per prescribed format Annexure -1 applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of Tender evaluation.
- MSEs are exempted from payment of earnest money (EMD) in addition to free issuance of Tender Documents



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Payment Terms:

- a) Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Purchase Preference to MSEs as follows:

- a) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be followed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprise shall be allowed to supply upto 20% of total tendered value.
- b) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
- c) In case of tender item is non-splitable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

- a) Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,

48. FORMAT FOR SUBMITTING E REMITTANCE FORM:

Details are to be furnished in their letter head by the contractor /supplier duly attested by their bankers

1. Name & address of the contractor/supplier
2. Bank a/c no
3. Type of a/c (cc / current)
4. Name of the bank
5. Name of the branch
6. Branch code
7. Banker's address
8. MICR no
9. IFSC code