



Bharat Heavy Electricals Limited
Power Sector Southern Region
690, Anna Salai, Nandhanam, Chennai 600 035

NOTICE INVITING TENDER
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SNO	ISSUE	DESCRIPTION
1.0	TENDER NO	ENQ:17:PS:0005:PUR:59
	TENDER DATE	22-Dec-2017
2.0	BROAD SCOPE OF JOB	SUPPLY OF 500 KVA 11 KVA 433 VOLTS MOBILE SKID MOUNTED SUBSTATION INCLUDING SUPERVISION, TESTING AND COMMISSIONING AT SITE.

SNO	DESCRIPTION	PROJECT	LOT NO.	QUANTITY	UOM	DELIVERY DATE
1)	Supply of 500KVA 11KV/433Volts MOBILE SKID MOUNTED SUBSTATION Including Supervision, Testing and Commissioning at site	TANGEDCO UPPUR TPS 2X800 MW	1	4	NUMBER	15-mar-18

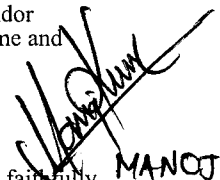
3.0	DETAILS OF TENDER DOCUMENT					
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc				Not Applicable
b	Volume-IB	Special Conditions of Contract (SCC)				Applicable
c	Volume-IC	General Conditions of Contract (GCC)				Applicable
d	Volume-ID	Forms and Procedures				Not Applicable
e	Volume-II	Price Schedule (Absolute value).				Applicable
4.0	ISSUE OF TENDER DOCUMENTS	1. Sale from BHEL PSSR office at : Start Date: 23-Dec-2017, Time: 1400hrs Close Date: 08-Jan-2018, Time: 1500hrs 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission				Not Applicable

5.0	DUE DATE & TIME OF OFFER SUBMISSION	Date: 08/01/2018 Time: 1500 hrs Place: online (Bidders are requested to visit websites to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).	Applicable
6.0	OPENING OF TENDER	Date: 08/01/2018 Time: 1530 hrs (Within 2 hours of the latest due date and time of offer submission). Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	Applicable
7.0	EMD AMOUNT		Not Applicable
8.0	SECURITY DEPOSIT		Not Applicable
9.0	COST OF TENDER		Not Applicable
10.0	LAST DATE FOR SEEKING CLARIFICATION	Date: 08/01/2018 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
11.0	SCHEDULE OF PRE BID DISCUSSION (PBD)	(In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)	Not Applicable
12.0	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
13.0	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications ?View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information	

27.0 It may please 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."

Thanking You.

Yours faithfully
For Bharat Heavy Electricals Limited
(PURCHASE)


MANOJ KUMAR
Manager
Purchase
BHEL-PSSR
Chennai

Agency	Contact Details	
BHEL/PSSR/Chennai	Address	690, Anna Salai, Nandhanam, Chennai 600 035
	Phone No	044-28286876
	Fax No	044-24335920
	Email	manojkr@bhel.in

ENCLOSURES:	
1	TECH SPEC1

NIT Ref no: ENQ:17:PS:0005:PUR:59

2	TECH SPEC2
3	GCC
4	PRICE SCHEDULE
5	SCC
6	TECHNO COMMERCIAL
7	NO DEVIATION

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 NewDelhi - 1100049 or its authorized officers or other employees authorized to deal with the matters concerned and having Regional Service Centre at 690, Annasalai, Nandanam, Chennai- 600035.
2. BIDDER/VENDOR: means to those enquiries have been sent for any purchase.
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 and sent in sealed covers duly subscribing the item of purchase proposed as given in the enquiry.
5. Tenders/bids/offers are invited for scope of supply as per the specifications detailed and enclosed to the Enquiry.
6. The vendors shall closely peruse all the specifications before quoting. Should the vendor have any doubt about the meaning of any portion of the enquiry or find any discrepancies, or shall require clarifications, he shall at once contact the authority inviting bids for clarifications, before submission of bids.
7. The offers shall be submitted in total compliance of the Terms and Conditions. The offers will be opened on the due date.
8. 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 exclusive of GST 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
9. The rates quoted are to both in 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.
10. The prices quoted shall be as applicable to any other Government Organization and a certificate to this effect must be submitted by the vendor without fail. If the rates are covered under DGS&D rates, copy of documents regarding rate contract rate and registration number to be furnished without fail.
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 tenders are opened.
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15. "NO DEVIATION CERTIFICATE "shall be incorporated in the offer conforming to the terms and conditions of the enquiry.
16. "LATE TENDERS/BIDS" : The offers received after tender opening due date will be liable for rejection and shall not be considered.
17. Products with ISI certificates are preferred.
18. 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.
19. SSI units must highlight the status indicating registration number in their offer without fail for priority payment.
20. In case the bidder is not interested in /not in a position to quote for this enquiry, the same should be communicated without fail before due date of the tender submission for consideration in subsequent enquiries.
21. 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 enclosed. 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.
22. Unless otherwise mentioned, the offers are to be submitted in two parts. In such case :

Two part bids will be submitted separately as (a) – Techno commercial bid and (b) – Price bid in separate All commercial terms and conditions like payment terms, terms of delivery, guarantee , warrantee etc shall form part of techno commercial bid. The price bid shall contain only the price with taxes and duties. Techno/ commercial bid shall contain the total scope of work/purchase detailed in the specifications of the enquiry .
23. 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.
24. SAMPLES: sample should be submitted along with the offer, if asked for.
25. 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.



26. **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/warranty /test certificates/inspection 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.

27. **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.

28. **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.

29. **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

c. 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 **MANAGER/Purchase BHEL PSSR Chennai** the details of the items dispatched, quantity, order reference, LR/RR No and date by telegram/fax/ e-mail.

30. **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 (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 of the total order value valid for 30 days beyond the **GUARANTY/ WARRANTEE** Period from any of the consortium banks of
BHEL. (OR)

80% payment of Supply Value will be released within 30 days against Supply and an acknowledged receipt of materials (OR) SRV issued by the Consignee. And balance 20% payment of Supply value and 100% of the **TESTING and COMMISSIONING** will be released against Work Completion Certificate issued by BHEL and on submission of PBG (Performance Bank Guaranty) for 10% of the total order value valid for 30 days beyond the **GUARANTY/ WARRANTEE** Period from any of the consortium banks of BHEL.



31. **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)
32. **LIQUIDATED DAMAGES & RISK PURCHASE:** Seller is to understand that "Time is the essence of the contract". Hence the delivery of the goods as 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.
- The Purchaser reserves the right to levy liquidated damages @ ½ percent of the value of the goods delayed beyond the due date, for each week of delay or part thereof without prejudice to any other relief or compensation due to Purchaser under any other conditions of the order subject to a limit of 10%, unless the delivery extension is given. 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.
33. 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, 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 (twelve) months from the date of commissioning or putting into use or for 18 (eighteen) 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 Chennai/ 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 cour have jurisdiction in case of dispute , of this contract.

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 MANAGER/Purchase /BHEL PSSR Chennai.
42. ANY REFERENCE MADE HEREIN (ENQUIRY/PURCHASE ORDER) TO ANY OF THE NATIONAL/INTERNATIONAL STANDARDS IMPLIES IT'S LATEST EDITION FOUND OTHERWISE.
43. THE VENDORS SHOULD SUBMIT GUARANTEE, SOUNDNESS & BONAFIDE CERIFICATES WHILE SUPPLYING THE ITEMS. SUGGESTED FORMAT IS GIVEN UNDER 43.1, 43.2 & 43.3

PROFORMA (TYPICAL)- TO BE FURNISHED BY THE SELLER WHILE SENDING MATERIALS

- 43.1. 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.

Date :

signature with seal

- 43.2. SOUNDNESS CERTIFICATE : certified that the materials dispatched under RR/LWB/PWB Nodatedcovered by our invoice No Dated.....for Rs.....against yourorder.....datedwere 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.

Date :

signature with seal



- 43.3. 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 Registered Post with acknowledgement due.

44. 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.
45. FORCE MAJURE : 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.
46. 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".
47. BHEL shall consider any new supplier as MSE vendor provided anyone of the following documents are submitted along with their offer/application a). Valid NISC certificate b). Entrepreneurs memorandum Part II (EM II) valid based on deemed validity of 5 years) c). 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 valuation

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



SPECIAL TERMS AND CONDITIONS

1. This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in> (For e-procurement assistance & training, bidders may contact mjunction CHENNAI helpdesk Mr. Khaja Mohideen, Mobile : +91 8056111993 email- akhaja.mohideen@mjunction.in & Mr. Arjit Das /+91 - 9163348286, arjit.das@mjunction.in ; papiya.banerjee@mjunction.in Ph.no: 044-64624733/34/35 and may Contact mjunction KOLKATTA help desk 033-66011717 Mobile +91 9163348284 / +91 91633 48283 e-mail: eps.customercare@mjunction.in between 9:30 am till 5:30 pm between 9:30 am till 5:30 pm.) 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 exclusive of GST on **FOR Destination basis**. Supplier should furnish **all GST details** separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The value excluding of GST will be considered while comparing your offer to arrive at 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 - 33AAACB4146P2ZL

BHEL, PSSR SITE OFFICE
2X800 UPPUR THERMAL POWER PLANT
VALAMAVOOR & THIRUPALAIKUDI
THIRUVADANAI TALUK
RAMANATHAPURAM DT
TAMILNADU-623531



- 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. **PAYMENT TERMS :** 80% payment will be released within 30 days against Supply and on acknowledged receipt of materials (OR) SRV issued by the consignee. And balance 20% will be released after the completion of TESTING and COMMISSIONING against Work Completion certificate issued by BHEL and on submission of PBG for 10% of the Order value valid upto GUARANTEE/WARRANTY period from any of the consortium Banks of BHEL .
9. Vendor should submit their offer along with Manufacturers Test Certificate, Detailed specification, Product Catalogue, Copy of Previous Purchase orders, Performance Certificates obtained from the Previous customers if any, etc .
10. Inspection will be carried out at supplier works by BHEL or BHEL approved Third Party Agency (TPIA). To carry out 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 arrangement including and detailed inspection plan.
11. **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:

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.,

12. SPLITTING THE ORDER: BHEL have the rights to place orders for Full Quantity or split into more than one Vendor.

13. 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

- 14. 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.

The Purchaser reserves the right to levy liquidated damages @1/2 percent of the value of the goods delayed beyond the due date, for each week of delay or part thereof without prejudice to any other relief or compensation due to Purchaser under any other conditions of the order subject to a limit of 10%, unless the delivery extension is given. 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.

15. CONSIGNEE ADDRESS:

BHEL, PSSR SITE OFFICE
2X800 UPPUR THERMAL POWER PLANT
VALAMAVOOR & THIRUPALAIKUDI
THIRUVADANAI TALUK
RAMANATHAPURAM DT
TAMILNADU-623531

- 16. 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, 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 extant 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.



BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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 envelope sealed price bid already submitted to BHEL along with the offer. **The envelope 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 & 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 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).

#The offers of the bidders who are under suspension 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 "www.bhel.com → tender notification".

It may be noted that guidelines / rules in respect of 'Suspension of Business dealings' available on BHEL web site "www.bhel.com → Supplier Registration", 'Vendor evaluation format', Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -8 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid

opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ 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 any fraud or suspected fraud as soon as it comes to their notice.

16. Integrity commitment, performance of the contract and punitive action thereof:

16.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

16.2 Commitment by Bidder / Supplier / Contractor:

16.2.1 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any



manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- 16.2.2 The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 16.2.3 The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL.
- 16.2.4 If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

"Authenticity of Credentials submitted by the Bidder shall be verified from the Issuing Authority, by BHEL. In case, any credential(s) is/are found to be unauthentic, offer of the bidder is liable to be rejected. BHEL reserves the Right to Initiate any further action as per the "Guidelines for Suspension of Business Dealings with Suppliers/Contractors" (Published in http://www.bhel.com/vender_registration/vender.php) and "Fraud Prevention Policy" (Published in <http://www.bhel.com/home.php>), as applicable".



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



PRICE SCHEDULE

SL.NO	Description	Quantity	Rate / Unit (Rs)	TOTAL AMOUNT (Rs)
1	500 KVA, 11 KV/433 Volts MOBILE SKID MOUNTED SUBSTATION <u>including</u> <u>supervision, Testing and</u> <u>Commissioning at site</u>	4 NOS		
2	Packing & Forwarding	%		
3	Freight Charges	%		
4	Transit Insurance	%		
5	Other charges which attracts GST if any (a). (b).	%		
6	TOTAL (SL NO. 1+2+3+4+5)	%		
7	GST on (CGST+SGST+IGST+UTGST)	%		
8	CESS ON GST (IF APPLICABLE)	%		
9	TOTAL FOR Destination Price (SL NO 6+7+8)			
10	GST CREDIT PASSED ON TO BHEL			
11	PRICE NET OF GST CREDITS (SL NO. 9 -10)			

Vendor Sign and Office seal



VENDOR LETTER HEAD

NO DEVIATION CERTIFICATE

t.....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

A handwritten signature in black ink, appearing to be 'M. S. Khan', is written in the bottom left corner of the page.

TECHNO COMMERCIAL

SL.NO	Description	Mandatory Vendor Confirmation
1	500 KVA, 11 KV/433 Volts MOBILE SKID MOUNTED SUBSTATION <u>including supervision, Testing and Commissioning at site</u>	
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	NO DEVIATION CERTIFICATE (to be attached with Letter Head)	
4	Whether falling under MSME category (Valid Certificate to be Attached)	
5	Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached).	
6	Comply to BHEL Payment Terms as per Tender	
7	QAP QUALITY PLAN DOCUMENTS (the same to attached in attachment section)	
8	Packing & Forwarding in % (For each sites)	
9	Freight Charges in %	
10	Transit Insurance Charges in %	
Other Charges (Which Attracts GST If any) in %		
11	(a).	
12	(b).	
13	Sub Total (a+b)	
14	GST on Base Price +P&F +Freight +Transit Insurance + Supervision, Testing &Commissioning + other Charges. (ie.,CGST+SGST+IGST+UTGST)	
15	CESS ON GST (IF APPLICABLE)	
16	GST CREDIT PASSED ON TO BHEL	
17	GST Registration No & details (same to be attached)	
18	Comply to Participate in Reverse Auction	
19	Person & Contact Details for getting correct information from vendor side	NAME: MOBILE NO.1: MOBILE NO.2: E-MAIL:
20	Submission of Previous PO copies	
21	Performance Certificates obtained from the Previous customers	
22	Manufacturers Test Certificate	
23	Detailed specification & Product Catalogue,	

Authorized Signature & Office Seal