

SPECIAL TERMS AND CONDITIONS



1. This is a limited tender enquiry. The bidder should respond by submitting their offer off-line sealed cover paper bid mode to BHEL-PSSR Purchase Dept. Offers are invited in two-parts only. Bids shall be submitted as described below:

Part -1

DOCUMENTS TO BE SUBMITTED & MODALITY OF SUBMISSION:

TECHNICAL OFFER:

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

Part -2

PRICE BID:

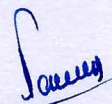
Duly filled in RATE Schedule as per format given.

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, 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.

- 2 The offers shall be sent in **Sealed Envelopes** in the manner prescribed below :

- a) Cover-1: Containing **Part 1** i.e. 'Techno-commercial bid' super scribing "COVER-I, TECHNO-COMMERCIAL BID, Name of the Job, Tender document no and & due date", No Deviation Certificate Sealed and Signed & Unpriced Bid
- b) Cover-2: Containing **Part 2** i.e. 'Price bid' super scribing "COVER-II, PRICE BID, Name of the Job / Item, Tender document no and due date".
- c) Cover No.-3: Containing the above two sealed covers i.e. Part 1 & Part 2 (COVER- I & II) super scribing "COVER-III, NAME OF THE JOB, TENDER DOCUMENT NO, DATE & DUE DATE OF SUBMISSION.

EVALUATION CRITERIA: Contract will be finalized with L-1 vendor item wise as tendered. Request for technical deviation or withdrawal of offer by the tenderer will not be accepted after entering into contract with that vendor .BHEL reserves right to place the order for part quantity.





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 be as per the items required for BHEL Project located within the state of Tamilnadu. BHEL GSTN - 33AAACB4146P2ZL
- 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 :

Suppliers shall note that following conditions applicable for this tender.

1. Payment term applicable for this tender is as below,

- a) After 120 days from date of receipt consignment along with Invoice (Duplicate for transporter), TC & LR copy free from errors.
- b) In case the standard payment term in clause 1.a above is not acceptable, alternately 120 days Usance LC reckoned from the date of submission of documents at Beneficiary bank, subject to loading of 1.5% on the quoted price for evaluation. Opening charges and retirement charges to BHEL's account. LC will be normally opened within 21 days from the date of PO and negotiation period will be 21 days.

2. Offers confirming to either of this payment term as mentioned above will only be considered. Any deviations (like payment period lesser than 120 days, Usance period less than 120 days, sight LC, Interest for delay in payment, advance payment etc.) to the above payment term will not be considered and offers with such deviation will be summarily rejected.

Note: Negotiation period shall be of 21 days. In case of any delay in establishing the LC beyond the period of 21 days, delivery period to be extended proportional to the delay.

In case of any delay in amendment to LC required due to reasons attributable to BHEL beyond 5-7 days , delivery period to be extended proportional to delay.

Acceptance value shall be the actual payable value after necessary deductions viz LD, Weighment shortage, GST on LD, TDS as per GST act and rejections based on BHEL/BHEL Third party weighment.



BHEL will bear LC opening and retirement charges only and any other charges shall be to supplier account.

Validity of LC will be maintained as 90 days from LC establishment date. Delivery period shall be 45 days from the date of LC establishment. The date of last shipment shall be 90 days from the date of opening LC. LC expiry date shall be 21 days from the date of last shipment mentioned in the LC.

Negotiable documents for LC shall be Invoice (Original), Test Certificate (Original) and copy of LR (for road dispatch)/ RR (for rail dispatches)/ Bill of Lading (for sea dispatches), Copy of Insurance (If required) in the name of vendor

- 9. QUANTITY TOLERANCE:** Ordering quantity tolerance shall be +/- 10 % for each item of tender quantity and supply quantity tolerance shall be +/- 10 % for each line item of P.O, vendors are requested to ensure supplies are made within this tolerance.
- 10. WARANTEE:** Free replacement of whole material in case of notification of defect in material within the period of 1year from TC/Invoice date whichever is earlier. Supplier shall replace the defective material free of cost (Inclusive of material cost, freight,taxes etc.) up to destination with one month from notification of defect.
- 11. ORDERING:** Order acceptance cum expected delivery schedule shall be provided by supplier within 7 days from date of Purchase Order. Single point contact for BHEL order shall be provided with mail ID, Address, Phone No etc.,
- 12. SPLITTING THE ORDER:** BHEL have the rights to place orders for Full Quantity or part of full quantity
- 13. UNLOADING:** Unloading of material is in scope of BHEL. Prior dispatch clearance shall be obtained from concerned project site before delivery. Suppliers shall insure the material at their cost for transportation and is not payable by BHEL.
- 14. LIQUIDATED DAMAGES & RISK PURCHASE:**

Seller is to understand that "Time is the essence of the contract". Hence the delivery of the goods s 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.

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.

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15. CONSIGNEE ADDRESS: The material has to be delivered to
THE STORES IN CHARGE /BHEL, BHEL SITE OFFICE,
2X800 MW UPPUR SUPERCRITICAL TPP, VALAVAMMOOR & THIRUPALAIKUDI
THIRUVADANAI TALUK, RAMANATHAPURAM DIST TAMILNADU - 623531
BHEL GSTN - 33AAACB4146P2ZL

16. Offer validity should be 30 days from the date of opening of Tender.

17. DELIVERY PERIOD:

- a) In case of credit payment term delivery period shall be 45 days from the date of PO.
- b) In case of LC payment term delivery period shall be 45 days from the date of LC establishment.

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be communicated from BHEL-PSSR Purchase Dept. CHENNAI.

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

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DT:21-10-2019

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 S.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

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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

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