

SPECIAL TERMS AND CONDITIONS

OPEN TENDER ref: BHEL/PS/PUR/ENNORE/RAILS/9 Dt: 04-07-2020 due on : 14-07-2020 for procurement of IRS 52 Kg FF Rail Section (52 KG IU Rails) for 2X660 MW ENNORE SEZ STPP Vayalur BR PO Minjur PO Tamilnadu - 601203

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> Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Customer approved vendors who have not registered with BHEL PSSR have to get registered and the registered bidders shall be mapped to this tender. After mapping with tender, they can download the documents from abcprocurement portal. Bids shall be submitted as described below:

In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd.

Corporate Office:

Address : A-201/208, Wall Street - 2, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge,
Ahmedabad - 380006, Gujarat(INDIA)

Digital Certificate Contacts

Contact Person : Mr. Himalay Vaishnav, Cell : +91-9099090830, Phone Nos. : +91-9099090830

e-Mail : info@abcProcure.com

Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad, Cell : +91-79-40270590

Phone Nos. : +91-79-68136809 / 6819/ 6867 / 6823 /

e-Mail : bhel.support@abcprocure.com

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. Helpline numbers are cited below:

Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in

Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in

Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in

Mr. Prashant, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: prashant@eptl.in

Mr. Mugunthan Gurumoorthi on site Executive Ph: +91 6353215001 trichy.bhel@eptl.in

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop. In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which

is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.abcpocure.com just below the label of "Knowledge section".

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:

TECHNICAL OFFER:

1. Quality Plan (To be attached in Attachment section)
 2. NODEVIATION CERTIFICATE (to be attached with Letter Head)
 3. 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).
 4. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section)
 5. Duly filled all annexures (To be attached in Attachment section).
 6. Experience details with Document Proof ie., Previous POs and their related Invoices, Order completion certificate issued by the customers Financial statement, Balance sheets (To be attached in Attachment section)
 7. Unpriced RATE SCHEDULE (To be attached in Unpriced bid Attachment section).
 8. Scanned Copy of THE MATERIAL SAFETY DATA SHEET (To be attached in Attachment section).
 9. Signed copy of GST declaration format.
2. The Total PRICE Quoted should be on FOR DESTINATION and 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 and all charges on LAB Testing of chemicals 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.

EVALUATION CRITERIA: Contract will be finalized with L-1 vendors for total quantity. 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 full (or) part quantity of each line item of tender. Against this enquiry for the subject work, tender may be processed through Reverse Auction mode i.e., ON LINE BIDDING ON INTERNET either for full quantity or for partial 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,in case of any delay in establishing LC beyond 21 days ,P.O delivery period shall be extended proportionately.
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: Last Shipment Date shall be 75 days from the date of opening of LC. Negotiation /Presentation period shall be of 15 days extra. 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 wiz 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 (70 + 15) from LC establishment date. Delivery period shall be 45-60 days from the date of LC establishment.

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. BHEL/BHEL approved third party weighment shall be final. Offer validity shall be 90 days from the date of opening of tender. Bills shall be acceptable in actual weight basis.

9. QUANTITY TOLERANCE: Ordering quantity tolerance shall be +/- 20 % for each item of tender quantity and supply quantity tolerance shall be +5 % 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/HQ 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 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 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.

15. RISK AND COST:

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i). Contractor/ Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor / supplier including unexecuted portion of work / supply does not appear to be executable within balance available period considering its performance of execution.
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii). Non-completion of work / Non-supply by the Contractor / supplier within scheduled completion / delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor / supplier.
- iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
- v). Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi). Non-compliance to any contractual condition or any other default attributable to Contractor / supplier.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

* Balance scope of work/supply (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

Note: Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work/supply shall be calculated in line with LD clause no. 33 of GCC, for the delay attributable to contractor/supplier. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work / supply in case of termination of contract" is given below.

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work / supply till the time of termination of contract= X
- iii). Let the Total Executable Value of work / supply for which inputs/fronts were made available to contractor / supplier and were planned for execution till termination of contract = Y
- iv). Delay in executed work / supply attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
- v). LD shall be calculated in line with LD clause (clause no 33) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.
The following sequence shall be applicable for recoveries from contractor/ supplier on whom Risk & Cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery:
 - a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract.
 - b) Demand notice for deposit of balance recovery amount will be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
 - c) If contractor/ supplier fails to deposit the balance Risk & Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery:

- i). Dues payable to contractor/ supplier against other contracts in PSSR/BHEL shall be considered for recovery.
- ii). If recovery cannot be made out of dues payable to the contractor/ supplier as above, balance amount to be recovered, shall be informed to other Regions/Units of BHEL for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier.
- iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.

16. BHEL have the rights to place orders on Item wise or Package wise or more than one Vendor.

17. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable event if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of Purchase preference and/or local content in respect of this procurement, same shall be applicable.

18. **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.

19. 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".

20. **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."

21. 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 SDGM /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

22 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.

23. Bidder should submit their offer along with the Copy of Quality Plan, Manufactures Test Report obtained from NABL accredited Lab/ Govt. approved Labs and it should contain the parameters as per the tender requirement, Copy of Previous Purchase orders, Performance Certificates obtained from the Previous customers if any, etc

24 Special Instructions:

- (a) Inspection will be carried out by BHEL or BHEL authorized TPIA (Third Party Inspection Agency) at supplier works as per IS standards. Vendor should submit the Test Report obtained from NABL accredited Lab/ Govt. approved Labs and it should contain the parameters as per the tender requirement. Vendor Should borne all the expenses towards testing of Chemicals at any NABL / Govt approved LABs,
- (b) Vendor has to submit THE MATERIAL SAFETY DATA SHEET for transportation & handling of offered chemicals along with offer.
- (c) Vendor should transport the steel through reliable transporters who have ensured to drive the vehicle with nondrinker drivers and proven facilities for safe transportation of chemicals. (Emergency Management Card should accompany during supplies).
- (d) Legal compliances such as factories licenses, consents to operate from state control boards (SPCBs) & Hazardous waste authorization from SDPCBs (If applicable and relevant) shall be furnished
- (e) Inspection /Test Report and Guarantee/Warranty Certificate to be furnished along with supply
- (f) Please refer to the instructions to Tenders regarding Terms & Conditions as applicable to this Enquiry, which is enclosed.
- (g) Please seek all the clarifications, if any, before quoting and submit a “NO DEVIATION CERTIFICATE” Agreeing to all terms and conditions.
- (h) Offer validity should be 90 days from the date of opening of Tender.

- 25. 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:

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

1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).

- a) In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed 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 MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE (L1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices..
- b) Total tendered quantity shall be divided as follows:
In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% on MSE (owned by SC/ST) subjected to following conditions:
 - I. MSEs Matches L-1 price.
 - II. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (6.25%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 25% will be awarded to them. 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.
- b) If no MSE matches the L-1 price, then entire order shall be awarded to L-1 bidder.

2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST).

In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 25% of total tendered value/quantity. In case of more than one such MSE (L1+15%), L3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).

100% order will go to the L-1 bidder

- 4) Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.
- 5) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.
- 6) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.

- c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

7) Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.

- a) In case of proprietary MSE, proprietor(s) shall be a Women.
 b) In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.
 c) In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

Note: All these preferences are applicable, subject to the submission of applicable certificates (i.e. District Industries Centers OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR Udyog Aadhaar Memorandum OR any other body specified by Ministry of Micro Small and Medium Enterprises). **Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only**

8) MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either ENTREPRENEUR MEMORANDUM PART II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or ENTREPRENEUR MEMORANDUM PART II certificate along with CA certificate (Format enclosed as per MSE Annex - 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 ENTREPRENEUR MEMORANDUM

PART 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.

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

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".

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

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.,

26. CONSIGNEE ADDRESS: The material has to be delivered to

The Stores in-charge /BHEL PSSR Site office ,
2X660 MW ENNORE SEZ STPP Vayalur BR PO
Minjur PO Tamilnadu - 601203

BHEL GSTN - 33AAACB4146P2ZL

27. Offer validity should be 90 days from the date of opening of Tender.

28. DELIVERY PERIOD:

- a) In case of credit payment term delivery period shall be 45-60 days from the date of PO.
- b) In case of LC payment term delivery period shall be 45-60 days from the date of establishment of LC.

If any of the vendors quoting delivery period beyond 60 days either for credit payment or LC payment, a loading factor of 0.25% per week beyond 60 days of delivery period shall be loaded on the quoted FOR price for evaluation.

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.

29. 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) dt :,

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

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

