

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.Harish Kumar Ramu, Mobile : +91 - 98407 04941, email- Harish.Ramu@mjunction.in & Mr. Arijit Das /+91 - 9163348286, arijit.das@mjunction.in ; papiya.banerjee@mjunction.in Ph.no: 044-64624733/34/35 and mjunction KOLKATTA 033-66011717 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 PRICE should be in **INR** only and the Rate Quoted should be FIRM till the Completion of the Order. No revision in rate shall be entertained after opening of the tenders.
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

NAME - M/s. BHEL PSSR

ADDRESS - 690-Anna Salai, Nandanam, Chennai-35, Tamilnadu.
 - 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. 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 MGR /PUR, 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

5. 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.
6. 90% payment will be released within 30 days against Supply and on acknowledged receipt of materials (OR) SRV issued by the consignee.

And balance 10% payment will be released after the Completion of commissioning against NOC issued by BHEL and on submission of PBG for 10% of the total order value valid for 30 days beyond the GUARANTY/ WARRANTY Period from any of the consortium banks of BHEL

7. Vendor should submit their offer with (1). AUTHORIZATION LETTER FROM THEIR PRINCIPLE. (2). MANUFACTURERS TEST CERTIFICATE (3). PRODUCT CATALOGUES (4). PERFORMANCE CERTIFICATES obtained from the Previous customers to BHEL without fail.
8. TESTING / INSPECTION / DELIVERY PERIOD: Supplier is requested to furnish the MANUFACTURERS TEST CERTIFICATES within 15 days from the date of receipt of order and after the receipt of dispatch clearance from BHEL the material shall be dispatched along with CALIBRATION CERTIFICATE, GUARANTEE/WARRANTY CERTIFICATE, O&M Instructions, TEST CERTIFICATE etc, Inspection cum demonstration will be carried out at our office. Supplier is requested to dispatch the item along with detailed inspection plan and ensure the testing facilities are made available and the material supply should confirm to the specification as per tender enquiry.
9. **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:**
- (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 valuation. " 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". MSEs are exempted from payment of earnest money (EMD) in addition to free issuance of Tender Documents.

10. Please refer to the instructions to Tenders regarding Terms & Conditions as applicable to this Enquiry, which is enclosed.
11. Please seek all the clarifications, if any, before quoting and submit a " **NO DEVIATION CERTIFICATE**". Agreeing to all terms and conditions

12. CONSIGNEE ADDRESS:

GM / TSX,PGT &CC, 8th FLOOR, BHEL PSSR, 690-ANNA SALAI, NANDANAM, CHENNAI-600035

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

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

TECHNO COMMERCIAL

SL.NO	Description	Mandatory Vendor Confirmation
1	Supply of VIDEO BOROSCOPE with all accessories as per tender including Testing and Commissioning on FOR Destination Basis.	Make:
2	The Rates Quoted should be firm till the completion of the Order. No revision in rate shall be entertained after opening of the tenders.	
3	NODEVIATION CERTIFICATE (Same to be Attached In Attachment Section).	
4	LIST OF PQR (PRE-QUALIFYING) Documents with all Credentials (Same to be attached in attachment section)	
6	BOQ Bill of Quantity (Same to be attached in attachment section).	
7	Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached in attachment section).	
8	Comply to BHEL Payment Terms as per Tender	
9	Supervision, Testing & Commissioning Charges in %	%
10	Packing & Forwarding in %	%
11	Freight Charges in %	%
12	Transit Insurance Charges in %	%
Other Charges (Which Attracts GST If any)		
13	(a). Training, Man power Charges etc	%
14	(b).	%
15	Sub total (a+b)	%
16	GST on .Base Price + Testing and Commissioning + P&F + Freight + Transit Insurance + other Charges. (ie.,CGST+SGST+IGST+UTGST)	%
17	CESS ON GST (IF APPLICABLE)	%
18	GST CREDIT PASSED ON TO BHEL	%
19	Comply to Participate in Reverse Auction	
20	GST Registration No & details (same to be attached in attachment section).	

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

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

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

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

NO DEVIATION CERTIFICATE

I.....OF

M/s.HERE BY 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

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