SPECIAL TERMS AND CONDITIONS

OPEN TENDER ref: ENQ:17:PS:0005:PUR:47 DT:25-10-2017 DUE ON: 09-11-2017 FOR THE PROCUREMENT OF CO_2 4.5 Kg Capacity FIRE EXTINGUISHERs Confirming to IS:2190 (2010 as amended) and IS:2878 (2004 as amended)– 18 Nos.

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, arijit.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 inclusive of all taxes on **FOR Destination basis**. Supplier should furnish **all GST details** separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The GST value will be deducted while comparing your offer to arrive L1 status. We will not furnish any 'Concessional " Form.

3. **Goods and service Tax (GST) & Cess**
   3.1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

   3.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.

   3.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:

   BHEL GSTN - 33AAACB4146P2ZL
   NAME & ADDRESS – BHEL PSSR ,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. 100% payment will be released within 30 days against Supply and on acknowledged receipt of materials (OR) SRV issued by the consignee.

9. Vendor should submit their offer along with Manufacturers Test Certificate, Detailed specification, Copy of Previous Purchase orders, Performance Certificates obtained from the Previous customers if any, etc .

10. Special Instructions:

    (a) Inspection will be carried out at supplier works by BHEL the Supplier is requested offer Inspection call well in advance along with Manufacturers Test Certificate and to arrange the item with all Testing arrangements etc. with detailed inspection plan..
    (b) 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.
    (c) Inspection Report and Guarantee/Warranty Certificate to be furnished along with supply.
    (d) Please seek all the clarifications, if any, before quoting and submit a " NO DEVIATION CERTIFICATE". Agreeing to all terms and conditions.

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

13. 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.

15. CONSIGNEE ADDRESS:

HRM / PSSR / HQ, EVR PERIYAR BLDG, 690 ANNASALAI, NANDANAM, CHENNAI-600035.

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.

TECHNO COMMERCIAL

SL.NO	Description	Mandatory Vendor Confirmation
1	Quote Submitted for CO_2 4.5 Kg Capacity FIRE EXTINGUISHERs Confirming to IS:2190 (2010 as amended) and IS:2878 (2004 as amended)– 18 Nos with the delivery Period of on or before 10-01-2018.	
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 (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	Manufacturers Test Certificate, Detailed specification, Copy of Previous Purchase orders, Performance Certificates obtained from the Previous customers if any (same to be attached).	
8	Guarantee/Warranty details	
8	Packing & Forwarding in %	
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+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	

Authorized Signature & Office Seal

ANNEXURE-I

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

TO WHOM SO EVER IT MAY CONCERN

This is to Certify that M/s .....,

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

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

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(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 5.0. 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 CERTFICATE

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