



Enquiry No. 1718-084E Dated 25.10.2017, Due date 09.11.2017

Annexure

Item Sl. No.	Material Code	Description	Enquiry Quantity, cubic meter	Material standard / specification
1	GWC670000004	OXYGEN GAS	3000	IS:309/2005 WITH LATEST REVISION/AMENDMENT
2	GWC670000005	DISSOLVED ACETYLENE GAS	2000	IS:308/1988 WITH LATEST REVISION
3	GWC670000044	Argon Gas Gr-I to IS 5760/1998 (Rev-II)	2000	IS:5760/1998REV-II

SPECIAL TERMS AND CONDITIONS

Tender Enquiry No. 1718-084E Dated 25.10.2017 Due date 09.11.2017
ITEM: Supply of Industrial Gases (Oxygen, DA & Argon gas)

Tender through e-procurement mode	
Tender Enquiry No.	1718-084E
Enquiry date	25.10.2017
Last time and date of tender submission	1500 Hrs 09.11.2017
Tender opening time and date	1530 Hrs 09.11.2017
Quotation Parts	<u>Two-part Bid</u>
Item Description	<u>Industrial Gases (Oxygen, DA & Argon gas)</u>
Item Specification	<u>As per tender enquiry documents</u>
Delivery schedule	<u>Minimum 10 cylinders are required within 03 days of intimation by BHEL</u>
Validity of offer (In days)	<u>60 days from the date of Part-I opening</u>
Quantity Variation	<u>+/-10%</u>

Documents required along with supply of material	
1. Test Certificate	<u>Required</u>
2. Cylinder safety data sheet	<u>Required</u>
3. Guarantee / Compliance certificate	<u>Required</u>

Pre-Qualification Criteria

PQ1. Bidders should primarily be engaged in manufacturing of Dissolved Acetylene Gas, Oxygen Gas and Argon Gas for industrial use. Dealers can also participate in the tender. In case of dealers / agents, Authorized dealer certificate is required from original manufacturer. In case bids are received from dealer / agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer for each item will be rejected.

BHEL may carry out evaluation of bidder's capability. BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. For verification of data presented for pre-qualification bid, BHEL may decide to visit the bidder(s) works.

Any fact found deviating from bids during evaluation shall make the bidder liable to be disqualified.

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PQ2. Earnest Money deposit: All bidders are required to deposit an amount of Rs. 5000/- as Earnest Money (EMD) by way of Cash, Demand Draft / Pay order in favour of BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB Payable at Goindwal Sahib from any bank like Punjab National Bank / State Bank of India / HDFC Bank / Union Bank of India / Allahabad Bank / Punjab & Sind Bank or from any other bank payable at Amritsar. MSEs are exempted from EMD. Necessary documents for MSE benefits as per tender should be submitted in Part-I of tender.

- EMD shall be forfeited if after opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted prices.
- EMD shall be forfeited if the bidder does not commence the work within the period as per LOI/PO.
- EMD submitted by all unsuccessful bidders shall be refunded normally within 15 days of finalisation of contract with successful bidders. EMD amount by successful bidder shall be adjusted against security deposit.
- EMD shall not carry any interest.

Note: bidder has to upload the scan copy of EMD draft / cheque (as per above clause PQ2) while submitting the quotation on e-procurement system. Also Bidder has to send the same original EMD draft / cheque to following address through post / courier / by hand:

Mr. Manoj Kumar / Sr. Engineer-MM
433, Industrial complex,
Industrial Valves Plant, BHEL,
Goindwal Sahib, Distt. Tarn Taran,
Punjab- 143422.

PQ3. Turnover Criteria: Bidder should have average minimum annual turnover of Rs. 3.00 lac of the last 3 (three) years, ending on 31.03.2017. Audited / Self-attested balance sheet and profit & loss account of the company need to be submitted for last 3 (three) financial years, ending on 31.03.2017 in support of this requirement.

In case audited/self-attested financial statements have not been submitted for all the three years as indicated above, then the applicable statements submitted by the bidders against above 3 (three) years, will be averaged for 3 (three) years.

SPECIAL TERMS

S1. QUOTATION SUBMISSION:

This tender is through e-procurement mode for entering into Annual Rate Contract for supply of Oxygen Gas, Dissolved Acetylene Gas & Argon Gas for industrial use as per latest applicable standards (with latest revision / amendment) as mentioned in below tender terms.

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 BHEL IVP- GOINDWAL	SPECIAL TERMS AND CONDITIONS Tender Enquiry No. 1718-084E Dated 25.10.2017 Due date 09.11.2017 ITEM: Supply of Industrial Gases (Oxygen, DA & Argon gas)
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S2. SCOPE OF SUPPLY:

In addition to the clause No. G5 as mentioned in "General Contract Conditions of tender", following points are also required to be considered:

1. On commencement of rate contract, BHEL requires minimum supply of 20 (twenty) cylinders of each gas and supplier have to arrange cylinders of their own. This requirement may increase in future as per BHEL requirement
2. All the gases are to be supplied as per SP: 9 (with latest revision / amendment) and 1981 cylinder rules (with latest revision / amendment). Max. Permissible impurity level for Argon Gas is – Water vapour – 4 PPM; Oxygen – 4 PPM.
3. Valve protective caps on each cylinder is required while supplying the filled cylinder.
4. Proper identification of cylinder with its color to be ensured by the supplier during supplies.
5. All of the three gases are to be supplied as per below mentioned standards:

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2	GWC670000005	DISSOLVED ACETYLENE GAS	IS:308/1988 WITH LATEST REVISION
3	GWC670000044	Argon Gas Gr-I to IS 5760/1998 (Rev-II)	IS:5760/1998REV-II

S3. Validity of rate contract:

This annual Rate contract for supply of gases shall be valid for 01 (one) year for ordering from the date of rate contract finalization. Rate contract may be extended for another one year or less time period on mutual acceptance of both parties.

S4. LOADING CRITERIA CUM COUNTER OFFER:

No counter-offer will be given. Only MSE preference will be given as per below:

1. Tender quantity shall be divided in the proportion 80:20 (80% for L1 and 20% for MSE's) in case the L1 vendor is not a MSE subject to following conditions:
 - a. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be offered 20% quantity of tender quantity at L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more

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- than one such Micro and Small Enterprise, the supply shall be shared equally. If there are more than one MSE in the price band of L1+ 15% to whom the offer has been sent and some of them reject the offer, then the remaining quantity shall be distributed equally to the MSEs accepting L1 prices.
- b. 20% from the 20% quantity (i.e. 4% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from other Micro and Small Enterprises.
 - c. In case any MSE vendor does not accept the counter offer, the above mentioned 20% quantity shall be given to L1.
 - d. If there is no MSE in the Price band of L1+15% then the 20% quantity shall be given to L1 vendor.
 - e. If other suppliers (other than L1) are not under MSE then 100% quantity shall be given to L1 supplier.
2. In case if the L1 vendor is MSE then quantity shall be provided as 96 % for L1 and 4% tender quantity shall be offered to the MSEs owned by SC/ST's in the price band of L1+15%. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from L1 vendor.
 3. In case the L1 vendor is a MSE owned by a SC/ST then the 100 % quantity shall be loaded on L1 bidder.
- In case of non- acceptance of counter offer by any vendor after above applicable provisions the whole quantity shall be given to L1 vendor.
This ratio can be altered in case of any failure on part of L1 regarding delivery commitment/quantity/quality of material.
All above mentioned preferences shall be given to MSEs and SC/STs only on the submission of documentary evidence.
BHEL will not give counter offer to highest bidder in any case (except MSE Vendors whose rates falling in the range of L1 +15%).
If there are more than one L1 bidders, quantity shall be equally divided, except MSE portion (if any).

S5. Other miscellaneous terms:

(i) Security Deposit

An amount equal to 1% of basic value of each invoice shall be deducted from running invoices. Interest free Security Deposit (full or partial after deduction of any amount chargeable from vendor) shall be refunded within 15 days after successful completion of order against this tender. EMD amount by successful bidder shall be adjusted against security deposit.

(ii) Delivery schedule:

Order(s) will be placed on successful tenderer(s) and scattered delivery is required. Sequence of delivery in batches shall be indicated by BHEL through emails and over phone as and when required. **Delivery of minimum 10 cylinders is required within 3 days of intimation by BHEL.**



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(iii) **Quantity:**

Quantity mentioned in the annexure is indicative and can vary by 10%- item wise or full tender wise. BHEL may decide to increase or decrease the quantity by 10% or change the mix of items according to our requirement. Quantity variation from vendor's side is not allowed.

(iv) **Free detention period**

Supplier shall give 15 days free detention period from the date of receipt of the cylinders at IVP BHEL Goindwal Sahib. After 15 days, if cylinders are held by BHEL, detention charges may apply. Supplier to mention detention charges clearly.

(v) **Penalty for late delivery**

Kindly do not consider the Clause No. G16 of GCC regarding 'Penalty for Late delivery'. Penalty for late delivery will be as per detail mentioned below:

'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders shall be made within the time limit prescribed therein. Penalty for late delivery clause will be applicable for delayed supplies **@ 0.08% per day or part thereof subject to a maximum of 10%.** Once the delivery period mentioned has expired, BHEL may or may not take the delivery of item. If any bidder does not accept the LD @ 0.08% per day or part thereof subject to maximum 5%, his offer is likely to be rejected by BHEL and price bid shall not be opened. However, bidders who offer any other % of LD (between 5%-10%) shall be loaded accordingly.

(vi) **Verification of weight of gases:**

For verification of mass of gases, BHEL may calculate difference in weight of filled cylinder and tare cylinder and multiply with suitable factor i.e. the weight of 1 kg of argon, liquid oxygen; acetylene gas is equivalent to volume as 0.618 cum3, 0.769 cum3 and 0.9403 cum3 respectively at NTP.

S6. Other Contract Conditions

These Special terms and conditions and GCC collectively are the part of tender terms and conditions.

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General Contract Conditions (GCC) of MM Tenders

[Address: BHEL Industrial Valve Plant: 433, Industrial Complex, Goindwal Sahib, Distt Tarn Taran, Punjab-143422]

Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

G1. INSTRUCTION TO BIDDER

Quotations shall be submitted before due date and time. Late offers are liable to be rejected, so please ensure to submit bid well within due date and time. Techno-commercial part will be opened on due date.

Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids by email/fax/post/courier/E-procurement system generated email.

G1.1 INSTRUCTION TO BIDDER (In case of Non-E-Procurement / Paper/ Manual/ Hard Copy based tenders)

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. Fax (01859-222061) / E-Mail (tendermm_ivp@bhel.in) offers received in time shall be considered only when such offers are complete in all respects. In case of bulky tender please handover quotation to Sh Harpreet Rai/ SDGM/Head-MM or Sh Gurcharan Singh / AGM-Operations & MM. [Contact: 01859 224 615/631]. Bid can be send to following address:

**BHEL, Industrial Valve Plant,
#433, Industrial Complex,
Goindwal Sahib, Distt. Tarn Taran,
Punjab-143422.**

G1.2 INSTRUCTION TO BIDDER (In case of E-Procurement)

Interested bidders/Suppliers shall submit their offer through e-Procurement mode at <https://bheleps.buyjunction.in>. **Offers in any other mode will not be accepted.**

For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps:

a. Requirements

1. A PC with Internet connectivity.
2. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)
3. The site is best viewed in Internet Explorer 9.0. If you are using Internet Explorer 10 or above then enable compatibility view available under Tools menu.
4. Install Java 1.8 Update 67/72/79/77 (32 OR 64 Bit)

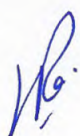
b. Mandatory Requirements:

Suppliers interested for registration for BHEL Open Tenders should have a valid DSC (Digital Signature Certificate) before Proceeding forward for Registration. Herein a Valid DSC refers to an Active and unexpired Signing and Encryption Certificate, with specification Class III SHA 2 2048 bit.

For Unregistered Suppliers in EPS:

Procedure for Online Registration in EPS for Open Tender Suppliers for BHEL. Please follow the below steps for registration: -

1. Click Register Button (Top of the Screen).
2. Please input your organization PAN No (in case of Indian supplier) or click "Foreign" in case you are an overseas Supplier.
3. Click on INTERESTED Button against the Organisation name 'Trichy, BHEL'.



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4. Key in your desired login id (Login Code should be 8 - 24 characters in length and can only use numeric values) If you have registered by keying in PAN No. then your desired login id will be prefixed by "OTI", In case of overseas suppliers it will be prefixed with "OTF".
5. Fill in the other details.
6. Fill in the Captcha code and click next
7. Register your Signing certificate and click next
8. Select at least one procurement category you may be dealing in.

Once the above steps are completed, your profile will be activated by mjunction within 2 business hours. After registering follow the steps provided in "For Registered Supplier" to view RFQ.

NB:-

- 1 BHEL Administrator or user will have no role for approving Registration and Open Tenders and DSC for Any supplier who has registered himself from the front END which is in case of OT.

For Registered Supplier in EPS:

1. Supplier visits EPS home page
2. Supplier signs in with their user id and password
3. Selects the RFQ Code and views it.
4. Attaches themselves to the RFQ by clicking the interested button
5. Supplier fills the bid template and makes necessary attachments
6. Supplier submits their bid by clicking CONFIRM.

In case of any assistance, please call the following Nos for support:

033-6601 1717(From 9:30am to 5:30pm)

9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (From 5:30pm to 8:30pm)

Regarding problem in e-tendering please contact the following persons: -

Contact details of M-Junction persons:

S.No.	NAME	E-Mail ID	Mobile No
1	HELP DESK	eps.customercare@mjunction.in	033-66106426/6217/6013/6046/6176 9163348283/9163348284/9163348285 /9163348286/8584008116
2	Mr. P Peter Raj	peter.raj@mjunction.in	(+91) 9500199108
3	Mr. Harish Kumar Ramu	harish.ramu@mjunction.in	09840704941

G2 OTHER IMPORTANT INFORMATION RELATED TO E-PROCUREMENT TENDERS

1. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
2. The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and mjunction Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.

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3. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
4. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
5. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors. In the event of more than one vendor becoming L1 for the item, the enquiry quantity will be shared equally among all the L1 vendors.
6. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.
7. **If supplier is mentioning delivery destination within state/ outside state depending upon his location of factory, Free On Road etc these are assumed as on FOR Goindwal. If supplier is wishing to give delivery on Ex works basis, then he has to clearly mention about it.**

G3 PRICE BASIS

- a. Order of enquiry item sl. No. shall be maintained in the quotation.
- b. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
- c. Rates quoted should be F.O.R Goindwal basis. If bidder has quoted Ex Works, loading shall be done as per BHEL discretion for tender evaluation.

Variation in GST or any other statutory levies during contractual delivery period shall be to BHEL's account

G4 VALIDITY OF OFFERS:

The offers shall be kept open for acceptance 'for number of days mentioned in special terms and conditions' from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

G5 SCOPE OF SUPPLY

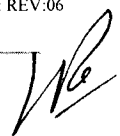
Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC)/ Material Standard requirements/BPS/Drawing and other requirement as given in the Tender Enquiry. National & International material Standards shall have to be arranged by vendors themselves.

G6 REPLACEMENT OF REJECTION

If the material is rejected due to defective workmanship during inspection or at the time of actual use, within the guarantee period (i.e. as per clause 13), the rejected material shall be replaced by the supplier. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. If the material is found defective and rejected during use for which payment has already been released the rejected quantity shall be supplied free of cost by the vendor within a month of intimation of the rejection by BHEL.

Lifting of rejected material is under Supplier's scope. BHEL will inform related invoice, qty etc to supplier. Supplier is expected to give the plan to lift and advance intimation when visiting to

GCC: REV:06



General Contract Conditions (GCC) of MM Tenders

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lift the material. Material should be lifted within one month from date of intimation. After one month BHEL will not be responsible for rejected material. BHEL may decide to send the rejected material on to Pay basis to supplier. Any leniency/ unresponsiveness/delay on part of supplier may lead to appropriate action by BHEL. Any request to postpone in written may be considered but replacement should not be linked with lifting of material.

G7 SUPPLIED MATERIAL ADJUSTMENT

Item/s pending in previous PO has to be billed in previous PO only. Otherwise BHEL will be free to adjust the supplies in previous PO. Any implication of tax will be on supplier's account. For this it is desirable to reconcile the pending PO statement every month/frequently. BHEL will give pending PO statement every month. This can also be viewed at Portal (<http://vis.bheltry.co.in/mm/index.jsp>).

G8 DELIVERY SCHEDULE

Supplies shall be affected and completed as per schedule mentioned in special terms and conditions. **Further, BHEL may release delivery schedule from time to time based upon our requirement with mutual understanding.** Vendor shall be required to complete the order as per the BHEL schedule requested.

G9 ACCESS TO MANUFACTURING PREMISES:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

G10 TERMS OF PAYMENT:

- a. Due payment against supplies received shall be due after 30 days of receipt and acceptance of material and shall be paid within next 15 days' period. In case of any deviation from standard payment term mentioned, BHEL at its discretion may load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders.
- b. Documents to be submitted (if applicable)
 - i. Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.)
 - ii. Transporter copy along with material/consignment.
 - iii. Material Test Certificates (MTC) and
 - iv. Compliance Certificate.
- c. GST registration number is to be submitted by qualified vendor as per GST law.
- d. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.
- e. ***BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.***
- f. ***Conditions relating to release of GST portion:***
 Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:
 The reimbursement of GST portion of invoice shall be released only upon: -
 1. vendor declaring such invoice in his GSTR-1 and
 2. receipt of goods and Tax invoice by BHEL and
 3. Confirmation of payment of GST thereon by vendor on GSTN portal.
 4. Above is subject to receipt of goods/service and tax invoice thereof along with vendor

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declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

- In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.
- In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.

G11 AVAILING INPUT TAX CREDIT (ITC) BY BHEL:

1. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
2. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
3. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
4. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

G12 LIABILITY UNDER REVERSE CHARGE (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

G13 INSPECTION

- a. All required tests as called in referred material standard/BHEL/TDC/drawing etc shall be carried out by vendor at no extra cost. **BHEL may decide to inspect itself/arrange third party at vendors' works itself as and when necessary with prior intimation to the vendor.** No additional charges shall be claimed for such inspections.
- b. Third party inspection charges will be borne by BHEL. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.

General Contract Conditions (GCC) of MM Tenders

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- c. Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.
- d. Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.
- e. Latest applicable revisions of standards/procedures to be referred. International/National standards are to be arranged by vendor.
- f. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
- g. Necessary tooling including thread gauges etc. have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.
- h. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

G14 PREFERENCES FOR MSE's

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 4% from the above mentioned 20% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 4% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent 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 Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

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

G15 GUARANTEE/WARRANTEE

Vendor shall give a guarantee of 18 months from the date of dispatch or 12 months from date of receipt, against manufacturing defects, whichever is earlier. In case of non-acceptance of this term bid will be rejected.

G16 PENALTY FOR LATE DELIVERY

'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0 %.

If any vendor does not accept LD ½% of the supply for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% LD shall not be loaded on account of LD. However, bidders who offer any other % LD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %. e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3).

BHEL reserves the right to receive or not receive the material after the due date of PO. Applicable GST shall also be recovered from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

G17 RISK PURCHASE

BHEL shall be entitled to terminate the contract/pending POs at any stage and to purchase elsewhere at the risk and cost of the vendor, either the whole of the goods or any part thereof which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid. Vendor shall be liable for the losses, which BHEL may sustain by way of such risk purchase.

G18 SUB-CONTRACT

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

G19 FORCE MAJEURE

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

General Contract Conditions (GCC) of MM Tenders

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G20 DISPUTES

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

G21 JURISDICTION

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

G22 CLARIFICATIONS

The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

G23 LOI (Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

G24 WORDS AND FIGURES

- a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity}, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

General Contract Conditions (GCC) of MM Tenders

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G25 GENERAL

- a. BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- b. BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c. BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
- d. If possible, please submit soft copy of price quotation [copied on a blank CD of standard make] put in the sealed offer.
- e. Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.
- f. BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
- g. BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
- h. After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
- i. Any term is special tender terms and conditions will supersede the GCC.
- j. If advance tax is applicable at Punjab border. Supplier has to deposit this advance tax by himself which will be reimbursed on submission of documentary proofs (Copy of entry tax receipt/online transfer details duly verified).
- k. BHEL reserves the right to negotiate with L1 bidder/s.

G26 BANNED FIRMS

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage in the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

G27 DISCLAIMER CLAUSE: (Only for E procurement)

Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

G28 FRAUD PREVENTION POLICY

The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

G29 REVERSE AUCTION

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

GCC: REV:06

General Contract Conditions (GCC) of MM Tenders

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offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

G30 SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

BHEL shall take action against suppliers by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Such action under Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier or a bidder or an applicant for registration as a registered supplier. The detailed guidelines are available at our www.bhel.com.



Certificate by Chartered Accountant on letter head

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-11) 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 forMicro / 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