

Special Terms and Conditions of enquiry E3893002

Please refer terms and conditions of indigenous enquiry form no. BP 200102 and P.O. terms & conditions (indigenous) form no. MM 5527, Rev.03. If any deviations, please mention in your quotation otherwise it shall be taken that all terms and conditions are accepted by you.

1. Please quote your best rate through your DSC (Digital Signature Certificate) in our E-Tender system through <https://bhel.abcpurchase.com> on or before due date. ***Paper bid to be not accepted in E-Tender.***

2. **Rate Contract (RC):-**

This tender is issued for Rate contract (RC) for supply of (1) Co2 gas in BHEL Cylinder and (2) Co2 gas in Party Cylinder. Quantity shall be as per our tender enquiry. Quantity variation shall be $\pm 5\%$.

3. **Validity of Rate Contract (RC):-**

Rate contract (RC) will be valid for one year from the issue date of RC and Rate finalized in RC will remain firm till the validity period of RC. Formal POs as per BHEL requirement will be placed as per issued RC during validity period of RC for the supply of (1) Co2 gas in BHEL Cylinder and (2) Co2 gas in Party Cylinder.

4. **Delivery Period / Lead Time:-**

PO will be made with tentative delivery schedule and supplies to be made as per BHEL requirement in different lots within 5 working days from the date of intimation by BHEL.

BHEL reserves the rights to reject the offer of suppliers who does not accept delivery period as per above.

5. **Pre-qualification criteria (PQC):-**

(1) Suppliers may be manufacturer or dealer, reseller, channel Partner, distributor etc.

(2) Suppliers or their manufacturer sales value of Gases must be * ₹ 4.14 Lacs in any one financial year (April to March) during last 5 years from tender opening date. The relevant POs copies and proof of supplies shall be submitted with techno-commercial bid. PO in the name of manufacturer is also acceptable, but in that case, authorization letter from manufacturer must be submitted.

*** Note:-** Above sales value shall be only (i) ₹ 2.43 Lacs, if supplier quotes for Co2 Gas in BHEL cylinder only and (ii) ₹ 1.71 Lacs, if supplier quoted for Co2 gas in Party Cylinder only.

In case of suppliers fails to fulfill the PQC requirement, their offer will be techno-commercially rejected.

6. **Tender fees :-**

Suppliers must submit tender document fees of ₹ 500/- (Two hundred only) through online only.

The procedure of depositing EMD/SD/Tender Fee is reiterated below:-

- (i) For depositing amount online, depositor has to open SB-Collect through Online E-Payment option available on Internet (www.bhelbpl.co.in under caption new link).
- (ii) After reading the instruction for depositing the amount; EMD & Tender Fee amount shall be deposited. EMD and Tender Fee may please be deposit together under EMD module where the EMD & Tender Fee both is applicable.
- (iii) After the successful payment DU No shall be generated from the banking system.

(iv) After depositing the amount, Depositor has to fill Deposit slip available on Internet (www.bhelbpl.co.in under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be enter separately.

(v) As and when credit received in BHEL account, automatic mail sent to the depositor

Note: - After submitting the Deposit Slip a control number will be generated through system which can be used for getting print out from the system.

“EMD/SD/Tender Fee will be accepted only in electronic Mode, which can be deposited on line through following link as mentioned below :

<https://www.bhelbpl.co.in/qcins/iccs.htm>

E-receipt must be submitted along with offer.

Without tender fees offer shall be rejected. MSE suppliers are exempted from tender fees.

7. **Bank Guarantee (BG):-**

- BG of ₹ 2,00,000 will have to be furnished after Purchase Order (PO) placement.
- BG will be issued on any BHEL consortium bank will be furnished along with PO.
- Initially, BG will be valid for one year from the date of PO. As supply is tentative, depending on requirement and if the supply is not completed in 1 year, BG is to be extended up to firm / tentative date of last supply.
- BG will be returned after successful completion of PO.
- Format of BG and list of BHEL consortium bank will be furnished along with PO.

Note:- Above BG clause is applicable for supply of Co2 gas in BHEL Cylinder only.

8. **Cylinder Repair & Maintenance Charges:-**

Cylinder repair & maintenance charges, if found damage in BHEL premises, must be mentioned separately in your techno-commercial offer. Preferably following charges:-

- (1) Cylinder valve charges - per valve.
- (2) Cylinder cap charges – per cap.
- (3) Cylinder cleaning and painting charges - per cylinder
- (4) Cylinder valve gland nut charges – per valve.
- (5) Cylinder valve spindle charges – per spindle.
- (6) Hydraulic testing charges of cylinder – per cylinder

9. **Rental Charges of Co2 Gas cylinder as given below is fixed for all suppliers (Applicable for supply of Co2 gas in Party cylinder only) :-**

Sr. No.	Description	Rental Charges
1	Free Loan Period	45 days
2	46 th – 90 th days	₹ 2 per day per cylinder
3	91 th – 180 th days	₹ 3 per day per cylinder
4	181 th to till the date of return	₹ 5 per day per cylinder

Note: If any supplier will not accept above rental charges, their offers will be commercially rejected.

10. PO/RC will be placed on two supplier:-

PO/RC will be placed on two suppliers in the ratio 60% : 40%. Counter offer of L-1 HESG rate will be given to other suppliers in order of merit. If no supplier accepts counter offer rate, entire quantity will be given to L-1 bidder.

MSE shall be allowed to supply up to 20% of total qty. also as per clause 24-B of General Terms and Conditions of enquiry. In that case, ratio shall be 60% : 20% : 20%. If no MSE supplier accepts counter offer rate, ratio shall be 60% : 40% as per above conditions.

If BHEL decides for placement of order for part quantity (60% or less) for any or all items, PO/RC will be placed on L1 bidder only.

11. Payment term:-

Full payment will be made within 90 days after receipt and acceptance of material in BHEL. For MSE suppliers, payment can be released within 45 days after receipt and acceptance of material in BHEL.

Note: - MSE suppliers can avail the intended benefit only if they submit copy of Udyog Aadhaar Memorandum along with the offer.

12. Validity of Offer :-

The quoted rate shall remain firm for a period of 90 days from the date of opening of Techno Commercial Bid.

13. Terms of Delivery:-

Terms of delivery should be F O R Destination on Door delivery basis at CRX, BHEL Bhopal. Please mentioned the same on your offer otherwise it shall be taken as above. *Offers on F O R Destination on Door delivery basis at CRX, BHEL Bhopal will only be accepted, if you quote Ex-Works, freight by BHEL or Ex-Works, freight prepaid your quotation will be commercially rejected.*

14. CGST+IGST / UGST / IGST and any other taxes/charges:-

CGST+SGST / UGST / IGST or any taxes/charges as applicable must be clearly mentioned in your offer.

15. Test Certificate (TC):-

Supplier to furnish TC at the time of each supply as mentioned in our enquiry and specification. In case non-receipt of TC with any supply, the supply is liable for rejection. Hence, any deviation for TC requirement be given in your quotation otherwise it is presumed that TC will be furnished with the supply as required.

16. Liquidated Damages / Penalty Clause:-

Subject to force majeure conditions, LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value.

Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value).

17. Delivery Period / Lead Time:-

Delivery indicated in tender / enquiry is tentative and supplies to be made as per BHEL requirement in different lots within 05 working days of intimation by BHEL.

BHEL reserves the rights to reject the offer of suppliers who does not accept delivery period as per above.

18. Loading / Unloading of cylinder at BHEL premises:-

Lifting of empty cylinder from BHEL premises and loading / unloading of empty cylinder during lifting of empty cylinder, will be done by supplier only. However unloading of filled cylinder at BHEL premises, during supply of filled cylinder, will be done by BHEL.

19. HSN Code:-

Kindly mentioned HSN code of item in your offer.

20. Anti-Profiteering Clause:-

Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the BHEL by way of commensurate reduction in prices.

21. Availing Input Tax Credit (ITC) by BHEL :-

ITC can be availed only when BHEL is in possession of GST tax invoice and after receipt of goods. So, goods should be supplied and Tax invoice should be submitted timely.

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 filling of monthly Return.

GST portion of invoice shall be released only upon:-

- (1) Vendor declaring such invoice in his GSTR-1,
- (2) Receipt of good and Tax invoice by BHEL,
- (3) Confirmation of payment of GST thereon by vendor on GSTN portal,
- (4) Alternatively, BG of appropriate value shall be submitted by vendor which shall be valid at least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of tax invoice and receipt of goods, whichever is later.
- (5) Above is subject to receipt of goods/service and tax invoice thereof along with vendor 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 along with interest levied / leviable on BHEL.

Payment covering GST portion including interest thereon gets released to vendor only upon completion of above requirement.

22. Un-registered suppliers of BHEL, Bhopal :-

Suppliers who are not yet registered with BHEL, Bhopal must submit following documents for temporary registration along with Part – A (Techno-commercial bid) of your offer:-

- (1) Copy of PAN no.
- (2) Copy of GSTIN no.

RTGS/EFT details as per BHEL format must be submitted immediately after placement of order who have yet not submitted to BHEL, Bhopal. Format of RTSG / EFT detail can be obtained from us or downloaded from link <https://www.bhelbpl.co.in/mm/EFTFormat.pdf>

23. All the above points must be explicitly confirmed in your techno-commercial offer. If any point not confirm in "Part A" of your offer, it shall be taken that it is acceptable to you. In

case of non-acceptance above points / fail to submit sample / documents as per our tender / specification requirement, your offer may be rejected.

24. "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."
25. 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 even if issued after 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.

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