

ANNEXURE-B
TERMS & CONDITIONS
PROCUREMENT OF ‘MFORG – MACHINED FORGINGS’
INDIGENOUS

SL. NOs.	BHEL REQUIREMENT				AGREE/ DISAGREE																																																																																																																																		
1	SCOPE OF SUPPLY Manufacture and supply of Machined Forgings, Material Group: MFORG to be despatched to BHELTRICHY STORES, WARD 55.																																																																																																																																						
2	LIST OF ITEMS <table><tr><th>S No</th><th>MATL CODE</th><th>DESCRIPTION</th><th>UNIT</th><th>QTY</th></tr><tr><td>10</td><td>948213011200</td><td>MCD EYE NUT VAR 01 (M12) SA105</td><td>NO</td><td>12,000</td></tr><tr><td>20</td><td>948213021600</td><td>MCD EYE NUT VAR 02 (M16) SA105</td><td>NO</td><td>10,000</td></tr><tr><td>30</td><td>948213030000</td><td>MCD EYE NUT VAR 03 (M20) SA105</td><td>NO</td><td>2,875</td></tr><tr><td>40</td><td>948213040000</td><td>MCD EYE NUT VAR 04 (M24) SA105</td><td>NO</td><td>300</td></tr><tr><td>50</td><td>948213070000</td><td>MCD EYE NUT VAR 07(M42X4.5) SA105</td><td>NO</td><td>175</td></tr><tr><td>60</td><td>948213080000</td><td>MCD EYE NUT VAR 08 (M48X5) SA105</td><td>NO</td><td>85</td></tr><tr><td>70</td><td>948213090000</td><td>MCD EYE NUT VAR 09 (M56X4) SA105</td><td>NO</td><td>130</td></tr><tr><td>80</td><td>948213130000</td><td>CLEVIS WITH BOLT VAR 01 STEEL TDC:015.0</td><td>NO</td><td>2,000</td></tr><tr><td>90</td><td>948213140000</td><td>CLEVIS WITH BOLT VAR 02 STEEL TDC:015.0</td><td>NO</td><td>1,000</td></tr><tr><td>100</td><td>948213150000</td><td>CLEVIS WITH BOLT VAR 03 STEEL TDC:015.0</td><td>NO</td><td>300</td></tr><tr><td>110</td><td>948213260000</td><td>MCD TURN BUCKLE VAR 02(M16) SA105</td><td>NO</td><td>2,000</td></tr><tr><td>120</td><td>948213320000</td><td>MCD TURN BUCKLE VAR 08(M48X5) SA105</td><td>NO</td><td>50</td></tr><tr><td>130</td><td>948213490000</td><td>WELD ON CLEVIS ASSY. VAR 01 SA105</td><td>NO</td><td>10,475</td></tr><tr><td>140</td><td>948213500000</td><td>WELD ON CLEVIS ASSY. VAR 02 SA105</td><td>NO</td><td>2,500</td></tr><tr><td>150</td><td>948213510000</td><td>.WELD ON CLEVIS ASSY. VAR 03 SA105</td><td>NO</td><td>1,400</td></tr><tr><td>160</td><td>948213520000</td><td>WELD ON CLEVIS ASSY. VAR 04 SA105</td><td>NO</td><td>2,395</td></tr><tr><td>170</td><td>948213530000</td><td>WELD ON CLEVIS ASSY. VAR 05 SA105</td><td>NO</td><td>760</td></tr><tr><td>180</td><td>948213540000</td><td>WELD ON CLEVIS ASSY. VAR 06 SA105</td><td>NO</td><td>1,850</td></tr><tr><td>190</td><td>948213550000</td><td>WELD ON CLEVIS ASSY. VAR 07 SA105</td><td>NO</td><td>140</td></tr><tr><td>200</td><td>948213560000</td><td>WELD ON CLEVIS ASSY. VAR 08 SA105</td><td>NO</td><td>600</td></tr><tr><td>210</td><td>948213570000</td><td>WELD ON CLEVIS ASSY. VAR 09 SA105</td><td>NO</td><td>205</td></tr><tr><td>220</td><td>948215050000</td><td>WELD ON BRACKET ASSY 160 KN -WBA 7</td><td>NO</td><td>15</td></tr><tr><td>230</td><td>948215060000</td><td>WELD ON BRACKET ASSY 250 KN -WBA 8 SA105</td><td>NO</td><td>340</td></tr><tr><td>240</td><td>975052101200</td><td>CLEVIS WITH BOLT VAR 09 (M56X4) SA105</td><td>NO</td><td>150</td></tr><tr><td>250</td><td>975052201200</td><td>CLEVIS WITH BOLT VAR 10 STEEL</td><td>NO</td><td>15</td></tr></table> Note : Quantity is Divisible as per Purchase Preference for Make in India & MSE bidders as indicated in Clause no: 17 & 18 respectively.				S No	MATL CODE	DESCRIPTION	UNIT	QTY	10	948213011200	MCD EYE NUT VAR 01 (M12) SA105	NO	12,000	20	948213021600	MCD EYE NUT VAR 02 (M16) SA105	NO	10,000	30	948213030000	MCD EYE NUT VAR 03 (M20) SA105	NO	2,875	40	948213040000	MCD EYE NUT VAR 04 (M24) SA105	NO	300	50	948213070000	MCD EYE NUT VAR 07(M42X4.5) SA105	NO	175	60	948213080000	MCD EYE NUT VAR 08 (M48X5) SA105	NO	85	70	948213090000	MCD EYE NUT VAR 09 (M56X4) SA105	NO	130	80	948213130000	CLEVIS WITH BOLT VAR 01 STEEL TDC:015.0	NO	2,000	90	948213140000	CLEVIS WITH BOLT VAR 02 STEEL TDC:015.0	NO	1,000	100	948213150000	CLEVIS WITH BOLT VAR 03 STEEL TDC:015.0	NO	300	110	948213260000	MCD TURN BUCKLE VAR 02(M16) SA105	NO	2,000	120	948213320000	MCD TURN BUCKLE VAR 08(M48X5) SA105	NO	50	130	948213490000	WELD ON CLEVIS ASSY. VAR 01 SA105	NO	10,475	140	948213500000	WELD ON CLEVIS ASSY. VAR 02 SA105	NO	2,500	150	948213510000	.WELD ON CLEVIS ASSY. VAR 03 SA105	NO	1,400	160	948213520000	WELD ON CLEVIS ASSY. VAR 04 SA105	NO	2,395	170	948213530000	WELD ON CLEVIS ASSY. VAR 05 SA105	NO	760	180	948213540000	WELD ON CLEVIS ASSY. VAR 06 SA105	NO	1,850	190	948213550000	WELD ON CLEVIS ASSY. VAR 07 SA105	NO	140	200	948213560000	WELD ON CLEVIS ASSY. VAR 08 SA105	NO	600	210	948213570000	WELD ON CLEVIS ASSY. VAR 09 SA105	NO	205	220	948215050000	WELD ON BRACKET ASSY 160 KN -WBA 7	NO	15	230	948215060000	WELD ON BRACKET ASSY 250 KN -WBA 8 SA105	NO	340	240	975052101200	CLEVIS WITH BOLT VAR 09 (M56X4) SA105	NO	150	250	975052201200	CLEVIS WITH BOLT VAR 10 STEEL	NO	15	
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3	TENDER PROCESS Tender shall be processed by E-Procurement Mode. Offers are to be submitted in the EPS portal logging in with their username & password. For E – procurement, please click this link to take you to the procurement site - https://bhel.abcprocure.com/bhel, you will be required to log in with user code and password allotted to you. (contact abcprocure) Mr. Ankur Bhatt +91-(79)-40270590 ankur.bhatt@eptl.in Mr. Devang Patel +91-(79)-40270576 devang@eptl.in	
4	TWO-PART BID: Part-I TECHNICAL - CUM – COMMERCIAL PART (Un priced):- This part of the bid shall contain following technical and commercial points only (except price portion) 1. Duly filled, signed and stamped our ‘Terms & Conditions’ which contains Commercial & Technical requirements along with Annexure-01 & 02 – Technical Requirements & Supply Conditions. 2. Copy of Unpriced bid (without price) clearly <u>indicating quoted/not quoted</u> against each line item. 3. Supporting documents for Make in India and MSE Preference. The above documents form part of this tender document and bidder shall ensure that they have received all these along with tender and confirm. PART II <u>PRICE PART:</u> Quoted price shall be FIRM till the completion of supply. Price shall be quoted on FOR - BHEL TRICHY STORES/SHIPPING inclusive of packing, forwarding, freight & transit insurance. The price shall include all testing charges. PLEASE DO NOT QUOTE ON EX –WORKS BASIS. All items should be quoted on "per unit basis" i.e., "per number basis". Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of contract. Taxes & Duties to be indicated separately.	
5	<u>FINALIZATION OF THE TENDER THROUGH REVERSE AUCTION</u> <i>“BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON WWW.BHEL.COM) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG ALL THE TECHNO-COMMERCIALLY QUALIFIED BIDDERS.</i>	

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	<i>PRICE BIDS OF ALL TECHNO-COMMERCIALLY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED AS INITIAL BIDS OF BIDDERS IN RA. IN CASE ANY BIDDER(S) DO(ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION, THEIR SEALED ENVELOPE PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING. ”</i> .	
6	EVALUATION OF BIDS L-1 shall be arrived on individual L-1 basis i.e., based on the total net cash outflow to BHEL (inclusive of all cost elements for the entire scope, taxes and duties). Price Comparison shall be made to arrive at ranking based on net cash outflow to BHEL. The ranking will be done based on final total cash out flow quoted by individual bidders to BHEL for handing over of items at BHEL TRICHY STORES/SHIPPING i.e, Price quoted for BHEL TRICHY STORES/SHIPPING + GST % as applicable	
7	VALIDITY OF THE OFFER: - The quotation shall be valid at least for a period of 90 days from the date of technical bid opening / 60 days from the date of final reverse auction/ price bid opening. Offer with lesser validity may not be considered	
8	TECHNICAL REQUIREMENT BHEL enquiry terms and PO specification is to be followed as per BHEL Drawings & Standards, mentioned in Annexure 01 and also Material specification has been clearly indicated against each item. NOTE: - For all the reference standards, the latest revision shall be followed. - In case of any revision to the ref drawings, the applicable revision will be indicated in the tender / PO and the relevant drawing will be furnished. - In addition to the mentioned technical requirements similar items as per BHEL Drgs & Indian Standards will also be procured as and when the requirements arise. - Quality requirements if any will be indicated in the tender for that particular item. - Deviations to the Technical Terms & Conditions if any shall be addressed as a separate Annexure. UNDISCLOSED DEVIATIONS ARE NOT ACCEPTABLE.	
8	INSPECTION - Inspection will be done by BHEL / Authorized agency. Inspection charges of BHEL/ Their representative are to BHEL A/c. Any other testing charges should be included in the quoted prices. - The following documents should be provided during inspection by BHEL/BHEL approved agencies: - Raw material TC for verification/review - Dimensional report - HT charts wherever applicable - The availability of the following documents shall be ensured by the firm before offering of the components to inspection. - Purchase order with details of work order, DU, Qty, weight, specification and full description of the items including size. - GMS, if PO does not specify the full description - Test certificates - Applicable drawings	

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	• Test certificate for chemical composition, mechanical properties as per specification are to be furnished and relevant heat treatment charts shall be submitted at the time of Inspection. • All facilities, equipment and instruments required for inspection shall be provided by the contractor free of cost. BHEL's Representatives will have free access to contractor's works during the currency of the contract. • BHEL shall have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract. BHEL shall also have the authority to reject all the work which does not conform to the specification. • BHEL if required may test the finished sample per lot/size at NABL approved Lab at the bidder's cost	
9	QUANTITY TOLERANCE -5 % to + 0% of Quantity tolerance will be provided for stock items.	
10	PAINTING, PACKING AND MARKING: Supply conditions shall be as mentioned in Annexure 02. a) The Supplier shall include and provide for secure protection and packing for the Components so as to avoid damages in transit to destination under proper conditions and shall be responsible for all losses or damages caused or occasioned by any defect in packing. b) The Components shall be packed in suitable strong cases wherever essential. Large article which are not packed in cases, shall have all screwed holes plugged suitably and machined surfaced properly protected. c) Weight and dimension limitation for transport shall be followed. d) Proper identification i.e. Marking, punching/stencilling of material code and including of tags for small components be ensured for easy recognition at stores/shipping.	
11	DELIVERY SCHEDULE: - 4 months from LOI / PO date Delivery shall commence progressively. As delivery will affect our project requirements, kindly quote for the above delivery period only. Bidder has to strictly confirm to the delivery terms. Bids not complying with the delivery period are liable for rejection.	
12	TERMS OF DELIVERY Indigenous Bidders FOR BHEL TRICHY STORES	
13	TRANSPORT Transport of items shall be arranged by the Supplier.	

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14	TAXES AND DUTIES All applicable taxes and duties for supply shall be indicated. Pl indicate the GST % as applicable	
15	DESPATCH DOCUMENTS ➤ After getting inspection clearance, items are to be dispatched to BHEL TRICHY STORES. ➤ Following documents are necessarily required for dispatch ○ Invoice ○ Delivery Challan ○ Inspection report	
16	TERMS OF PAYMENT No advance payment shall be made by BHEL. For indigenous Bidders: 100% NEFT payment after 60 days of receipt & acceptance. However preference in payment shall be given to MSE bidders as per MSMED Act 2006. Payment shall be made against presentation of following documents to our Finance Department. However, a copy of Invoice and LR shall be sent to Purchase department immediately after the dispatch is effected. A. Original GST compliant Invoice with 2 copies of same B. Delivery Challan in duplicate. C. Inspection report copy D. GST declaration. Any deviation from the above payment term will not be accepted and offers with deviation will be rejected.	
17	PURCHASE PREFERENCE FOR MAKE IN INDIA "For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before finalization of contract / PO / WO against this NIT". In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the Item procured (excluding net domestic indirect taxes) minus the value of imported. Content in the item (including all customs duties) as a proportion of the total value, in percent. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.	

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	'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order. In case item is divisible, following procedure will be followed- • Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L 1. • If L1 bid is not a 'Class-I local supplier', 50% of the order quantity' shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to local supplier's quoted price falling within the margin purchase preference, and contract for that quantity shall be awarded to 'Class-I local supplier' subject to matching the L 1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some Quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder. In case item is not divisible, following procedure will be followed- • Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a 'Class-I local supplier', the contract will be awarded to L1. • If L1 is not from a local supplier, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to 'Class-I local supplier's' quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. • In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder. • Any item wherein the net quantity is less than 2 (i.e. if qty is 1 No.) will be considered as not divisible for the purpose of operating purchase preference. "Class-II local supplier" will not get purchase Preference in any procurement Document certifying local content and penal action in case of wrong declaration by suppliers. • The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to provide self-certification on their letter head certified by the authorized signatory of the bidder that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. • In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. • False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to	

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	two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. - A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted. - The onus of submission of appropriately certified documents lies with the bidder and BHEL shall not have any liability to verify the contents and will not be responsible for the same. However, in case BHEL has any reason to doubt the authenticity of the Local Content, BHEL reserves the right to obtain the complete back up calculations before award of contract failing which the bid shall be rejected.	
18	<u>PURCHASE PREFERENCE FOR MSE SUPPLIERS.</u> - Purchase preference for local MSE's quoting in the tender will be 25%. - Within the 25% reservation for local MSE's, 3% reservation will be applicable for women owned MSE's and 6.25% reservation will be applicable for MSE's owned by SC / ST. - Payment for MSE Indigenous vendors will be as per MSMED Act, 2006 <u>DOCUMENT TO BE SUBMITTED AS PROOF OF MSE.</u> MSE suppliers can avail the intended benefits only if they submit along with the offer, attested / notarized copies (by a Gazetted officer) of the anyone of the following documents along with CA certificate– - Udyam Certificate from Udyam Registration Portal for MSME - Valid EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II) / UAM – Udyog Aadhar Memorandum Certificate - Valid NSIC certificate. - Copy of CA certificate (in BHEL's standard format) applicable for the relevant financial year (latest audited). <u>NOTE:</u> - As per Latest Guidelines from Ministry of Micro, Small & Medium Enterprises – EM Part-II and UAMs will not be valid after 31st March 2021. The existing enterprises registered prior to 30.06.2020 shall continue to be valid only till 31st March 2021. - CA certificate need not be submitted if Udyam registration Certificate is provided. 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 the Enquiry if any deficiency in the above required documents are not submitted before price bid opening. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. The following procedure will be followed for Purchase preference for MSE - - Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a MSE supplier, the contract will be awarded to L1. - If L1 is not from a MSE supplier, the lowest bidder among the MSE suppliers, will be invited to match the L1 price subject to MSE supplier's quoted price falling within the	

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	margin of purchase preference, and the quantum (25%) as per Purchase Preference for MSE shall be awarded to such MSE supplier subject to matching the L1 price. • In case such lowest eligible MSE supplier fails to match the L1 price, the MSE supplier with the next higher bid within the margin of MSE preference shall be invited to match the L1 price and so on , and the quantum (25%) as per Purchase Preference for MSE shall be awarded accordingly. In case none of the MSE suppliers within the margin of purchase preference matches the L1 price, then the entire quantum for that particular item may be awarded to the L1 bidder who is Non-MSE. • While operating the purchase preference for MSE, if the splitting of the quantity results in a decimal, then the quantity shall be rounded off to the nearest highest number for MSE bidders. Example if the Qty 85 nos – 25% for MSE will be 21.25, the same will be rounded off to 22 nos. • Any item wherein the net quantity is less than 2 (i.e. if qty is 1 No.) will be considered as not divisible for the purpose of operating purchase preference. Note: - In case of L1 vendor is having any one of MSE OR Make in India preference, but vendor is falling in MSE/MII price range with both MSE and Make in India preference then quantity will be counteroffered to the vendor who is giving both the preferences.	
19	GST COMPLIANCE: - Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST. - Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. - All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). - Invoices will be processed only upon completion of statutory requirement and further subject to following: ○ Vendor declaring such invoice in Form GST ANX-1 ○ Receipt of Goods or Services and Tax invoice by BHEL - As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be	

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	admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2). f. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL. g. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor h. In case GST credit is denied to BHEL due to non-receipt or 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 claimed in the invoice shall be disallowed to the vendor. i. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor. j. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number. k. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.	
20	<u>CANCELLATION / TERMINATION OF CONTRACT, DEFAULT / BREACH OF CONTRACT AND RISK PURCHASE</u> In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order as enumerated subsequently in this clause, Purchaser shall be entitled to cancel the Order / Contract either in whole or portion thereof without compensation to Seller / Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller / Contractor and the Seller / Contractor shall be liable to the Purchaser for any excess costs provided that the Seller / Contractor shall continue the performance of the Order / Contract to the extent not cancelled under the provisions of this clause. The Seller / Contractor shall on no account be entitled to any gain on such repurchases. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:	

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	a. Contractor / supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work / supply does not appear to be executable within balance available period (#) considering its performance of execution. b. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. c. Non completion of work / Non-supply by the Contractor / supplier within scheduled completion / delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor / supplier. d. Termination of Contract on account of any other reason (s) attributable to Contractor / Supplier. e. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. f. Non-compliance to any contractual condition or any other default attributable to Contractor / Supplier. <u>Risk and Cost amount against Balance Work</u> Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work / Supply (*) as per rates of new contract B= Value of Balance scope of Work / Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H= Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work / supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. Note: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount. <u>LD against delay in executed work / supply in case of Termination of Contract in case of Risk and Cost Option</u>	

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	LD against delay in executed work / supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor / supplier. For limiting maximum LD value, contract value shall be taken as Executed Value of work / supply. Method for calculation of “LD against delay in executed work / supply” is given below. - Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier= T1 - Let the value of executed work / supply till the time of termination of contract= X - Let the Total Executable Value of work / supply for which inputs / fronts were made available to contractor / supplier and were planned for execution till termination of contract= Y - Delay in executed work / supply attributable to contractor/supplier i.e. $T2 = (1 - X/Y) * T1$ - LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor / supplier taking “X” as Contract Value and “T2” as delay attributable to contractor / supplier. Note: In case portion of work / supply is withdrawn, no LD shall be applicable for portion of work / supply withdrawn. <u>Recovery from Supplier</u> Recoveries from contractor / supplier on whom risk & cost has been invoked shall be made from the following: - Dues available in the form of Bills payable to contractor / supplier, SD, BG’s against the same contract. - Dues payable to contractor / supplier against other contracts in the same Region / Unit / Division of BHEL. - Dues payable to contractor / supplier against other contracts in the different Region / Unit / division of BHEL. - Legal Options for recovery of dues payable by the supplier / contractor.	
21	LD CLAUSE If the supplier fails to deliver the items within the period specified in the contract the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the value for each week of delay up to a maximum of 10% of the value of delayed/undelivered portion. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). (for e.g. if vendor agrees for LD max. of 6% then the remaining portion i.e. 4% shall be loaded on his quoted rates for evaluating the offer). GST on Liquidated Damage (Applicable only for indigenous bidders. Foreign vendors may ignore)- Under GST regime, BHEL has to discharge GST liability on LD recovered from vendors. Hence applicable GST shall also be recoverable from vendors on LD amount. For this, Debit note will be issued by BHEL indicating the respective supply invoice number.	
22	BHEL STANDARD GUARANTEE CLAUSE The materials are to be guaranteed for satisfactory performance for a period of 24 months from the date of dispatch or 18 months from the date of commissioning / putting into use whichever is earlier and if any defect is noticed during the above period, the same shall be rectified /	

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	replaced free of cost on FOR destination basis within a reasonable time, maximum limited to the agreed delivery period. To this effect a guarantee certificate should be sent along with the dispatch documents in the event of an order.	
23	<u>SUSPENSION OF BUSINESS DEALING</u> In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors 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. Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier / contractor or a bidder or an applicant for registration as a registered supplier. For this purpose, the abridged version of guidelines hoisted at website http://www.bhel.com/vender_registration/vender.php (Suspension of business dealings with suppliers / contractors) is being followed across all BHEL units. Vendors shall keep themselves aware of these guidelines before submission of their bid.	
24	<u>FRAUD PREVENTION POLICY</u> The Bidder along with their associates / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website at www.bhel.com/pdf/BHEL_Fraud_Prevention_Policy.pdf 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	<u>GENERAL: -</u> • Only techno commercially acceptable vendors will be considered for further process of bids. • Late tenders are liable to be rejected. • If the offer is incomplete with respect to the above points, it is liable to be rejected. • BHEL reserves the right to negotiate with L1 vendor. • BHEL reserves the right to negotiate or refloat the tender opened if LI price is not the lowest acceptable price to them inter-alia other reasons. • BHEL reserves the right to increase or decrease the tendered quantity. • BHEL reserves the right to cancel this tender without assigning any reasons what so ever. • Deviation taken after placement of order will not be accepted (Both technical & on delivery). • Suppliers to analyze in detail, at the time of submission of offer with reference to our “delivery” requirement and confirm Compliance or otherwise. • BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject in part or full without assigning any reason whatsoever. • BHEL reserves the right to order on more than one vendor at the lowest acceptable price to BHEL. • Any other conditions, which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by the purchaser will not be applicable to this contract. • The PO copy with all details will be given to successful bidders in soft mode also. • Acknowledgement for receipt of PO shall be sent within one week from the date of receipt.	

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	• Unsolicited offers will not be considered for this enquiry. New Vendors may download Vendor registration forms from BHEL Web site WWW.BHEL.COM and submit all relevant data for registration purpose. • The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. Also, for more details about BHEL proceedings on banning suppliers, please refer the abridged version of extant 'guidelines for suspension of business dealings with suppliers/ contractors' that has now been uploaded on www.bhel.com on "supplier registration page" as well. • The bidders along with its associate/collaborators/sub-contractor's/sub vendors/ consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL Web site 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. • Unloading at BHEL Site has to be done by the suppliers and BHEL will not be in a position to provide any handling/ unloading facilities. • In the eventuality of any tie during item wise price evaluation, L1 vendor will be ascertained as follows and the same will be intimated to all the vendors thru NIT-1. 1. Snap bids will be invited from the applicable vendors and the same will be opened in presence of finance and vendor representatives (if available). Revised CS will be prepared and L1 will be arrived accordingly. 2. In case tie remains even after the snap bid, paper lot / lottery system will be resorted to for ascertaining the L1 vendor. • The correspondence between the bidder and BHEL through email is considered as valid document Legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties. • No deviations to enquiry terms shall be taken by vendors while submitting offers. No revision of prices entertained after tenders are opened.	

Note: Please confirm your acceptance/other wise to all the points indicated above positively and submit this format duly filled, signed & stamped along with the technical bid.

BIDDERS SIGNATURE & SEAL