



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Power Sector – Southern Region

Tek Towers, No 11, Rajiv Gandhi IT expressway, Okiyam

Thoraipakkam, Chennai – 600 097

Fax: Email: narayanan@bhel.in; sprabhu@bhel.in; hena@bhel.in;

Volume-IB SPECIAL TERMS AND CONDITIONS

OPEN TENDER ref: BHEL/PS/PUR/AMMONIA/27 Dt:09-12-2020 DUE ON: 21-12-2020 for the Supply of Liquor Ammonia - 22,000 litres in Tanker and 16,100 litres in cans of Liquor Ammonia to BHEL Site office, North Chennai Thermal Power Station stage –III, Athipattu, Pudunagar Chennai – 600 0120

This is an E-tender floated online through our E-Procurement Site <https://eprocurebhel.co.in/nicgep/app> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.in/nicgep/app> Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids shall be submitted as described in NIT:

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint and also should be class 3 (signing and encryption). For the same, the users have to ensure that they have Windows7/Windows 10 installed in their respective PC/Laptop.

Important dates:

Document Download/sale Start date: 09/12/2020: 15:00 Hrs

Bid Submission start date: 17/12/2020: 09:00 hrs

Last date of submission of offer 21/12/2020 10:00 hrs

Techno-commercial offer shall be opened on 21/12/2020 17:15 hrs

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:

1. Quality Plan
2. NODEVIATION CERTIFICATE on Letter Head
3. Power of Attorney on Non- Judicial Stamp paper duly notarized.
4. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid
5. Scanned copy of Techno-Commercial Offer and Duly filled all Annexure en in NIT.
6. Experience details with Document Proof
 - a. Previous POs and their related Invoices or Order completion certificate issued by the customer
 - b. Financial statement or Balance sheet.
7. Unpriced RATE SCHEDULE.
8. Scanned Copy of THE MATERIAL SAFETY DATA SHEET.

2. The Total PRICE Quoted should be on FOR DESTINATION and FIRM till the Completion of the Order. No revision in rate shall be entertained after opening of the tenders. Rates quoted shall be inclusive **of all taxes and all charges on LAB Testing of chemicals on F.O.R Destination basis**. Supplier should furnish all GST details separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The GST value will be deducted while comparing your offer to arrive L1 status.

3. Goods and service Tax (GST) & Cess

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

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

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

BHEL GSTN - 33AAACB4146P2ZL

NAME – BHEL PSSR

ADDRESS: BHEL Site office, North Chennai Thermal Power Station stage –III, Athipattu, Pudunagar Chennai – 600 0120

3.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

3.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

3.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.

3.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.

3.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.

3.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.

3.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL

4. All taxes and duty other than GST & Cess.

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

5. Statutory Variations

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

6. New Taxes/Levies –

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

7. Direct Tax

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

8. LIQUIDATED DAMAGES & RISK PURCHASE: Seller is to understand that “Time is the essence of the contract”. Hence the delivery of the goods mutually agreed, specified in the purchase order should be adhered to within the time mentioned. Where the seller supplies/dispatches the materials beyond the delivery date, as specified in the order, the Purchaser will have no obligations to accept the goods.

In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice

Based on delivery conditions, following LD clauses shall be operated

- a) LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However, even if a staggered delivery schedule for Capital Machine/ BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value
- c) In case of any amendment/revision, the LD shall be linked to the amended/revised PO value

RISK AND COST:

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i). 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.
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii). 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.
- iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
- v). Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi). Non-compliance to any contractual condition or any other default attributable to Contractor / supplier.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor 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 (in case of termination of contract):

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.

Note: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work/supply shall be calculated in line with LD clause no. 33 of GCC, for the delay attributable to contractor/supplier. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of “LD against delay in executed work / supply in case of termination of contract” is given below.

- i) 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 = T1
- ii). Let the value of executed work / supply till the time of termination of contract= X
- iii). 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
- iv). Delay in executed work / supply attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
- v). LD shall be calculated in line with LD clause (clause no 33) of the Contract for the delay attributable to contractor taking “X” as Contract Value and “T2” as period of delay attributable to contractor.

The following sequence shall be applicable for recoveries from contractor/ supplier on whom Risk & Cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery:

- a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount will be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor/ supplier fails to deposit the balance Risk & Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - i). Dues payable to contractor/ supplier against other contracts in PSSR/BHEL shall be considered for recovery.
 - ii). If recovery cannot be made out of dues payable to the contractor/ supplier as above, balance amount to be recovered, shall be informed to other Regions/Units of BHEL for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier.
 - iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.

9. BHEL have the rights to evaluate the offers on item wise or package wise and further to place orders on Item wise or Package wise or more than one Vendor.

10. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, Order 2017 dated 04.06.2020 issued by DPIIT and subsequent Orders issued by the respective Nodal Ministry shall be applicable event 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.

11. **SUSPENSION OF BUSINESS:** It may be noted that guidelines / rules in respect of 'Suspension of Business dealings', 'Vendor evaluation format', Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.
12. 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 "<http://www.bhel.com> → tender notification".
13. **FRAUD PREVENTION POLICY:** "The bidder along with its associate/collaborators/sub-contractors /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 fraud or suspected fraud as soon as it comes to their notice."
14. **Reverse Auction applicable.** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all techno-commercially qualified bidders. The 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.
15. **PAYMENT TERMS:** 100% Payment will be released within 30 days after the receipt of materials and on submission of SRV issued by the Consignee.
DELIVERY PERIOD: Material shall be supplied by 31.01.20, however dispatch is subject to inspection and dispatch clearance by BHEL Site office. After Inspection and Dispatch Clearance from BHEL, the materials shall be delivered at site within Seven (7) days from the date of Dispatch Clearance, whichever is earlier.
16. Bidder shall submit their offer along with the Copy of Manufactures Test Report obtained from NABL accredited Lab/ Govt. approved Labs and it should contain the parameters as per the tender requirement, Copy of Previous Purchase orders, Performance Certificates obtained from the Previous customers if any, etc
17. **Special Instructions:**
 - (a) **INSPECTION :** Materials to be Offered for Inspection within 10 days from the date of receipt of intimation from site. Vendor has to register in BHEL CQIR web site for Inspection. Inspection will be carried out by BHEL/Customer or BHEL authorized TPIA (Third Party Inspection Agency) at supplier works as per IS standards . Vendor should submit the Test Report obtained from NABL accredited Lab/ Govt. approved Labs and it should contain the parameters as per the tender requirement. Vendor Should bear all the expenses towards testing of Chemicals at any NABL / Govt approved LABS. Chemicals will also be Tested at Site as per BHEL requirement. Vendor has to ensure that the materials are in line with BHEL requirements failing which the materials will be rejected and the vendor should supply fresh materials without any price implication to BHEL
 - (b) **PACKING** 22,000 litres are to be supplied in tanker and 16,100 litres in cans. Size of can shall be as per site requirement. All the packing shall be suitable for the particular grade of chemical.

- (c) Vendor has to submit THE MATERIAL SAFETY DATA SHEET for transportation & handling of offered chemicals along with offer.
- (d) Vendor should transport the chemicals through reliable transporters who have ensured to drive the vehicle with nondrinker drivers and proven facilities for safe transportation of chemicals. (Emergency Management Card should accompany during supplies).
- (e) Legal compliances such as factories licenses, consents to operate from state control boards (SPCBs) & Hazardous waste authorization from SDPCBs (If applicable and relevant) shall be furnished
- (f) Inspection /Test Report and Guarantee/Warranty Certificate to be furnished along with supply
- (g) Please refer to the instructions to Tenders regarding Terms & Conditions as applicable to this Enquiry, which is enclosed.
- (h) Please seek all the clarifications, if any, before quoting and submit a "NO DEVIATION CERTIFICATE" Agreeing to all terms and conditions.
- (i) If chemical is transported through tanker and unloading is delayed beyond the two working days a sum of Rs 3000 per day will paid as tanker detention charges up to the date of tanker release beyond two days (or) actual tanker detention charges whichever is less.
- (j) Offer validity should be 90 days from the date of opening of Tender.
- (k) EVALUATION: Bidders can quote for both the items (Liquor ammonia in cans & tanker) or for any one item (Liquor ammonia in cans or tanker). Quoted Price shall be inclusive of packing and forwarding, Freight, transit insurance excluding GST. Evaluation of Price bids shall be done item wise i.e. each item shall be evaluated separately and L1 price for each line item shall be arrived as per tender conditions.

18. Tender Conditions for MSE supplier: MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:

BHEL shall take decision on Purchase Preference to MSEs as follows:

1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).

- a) In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% 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 MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE (L1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices..
- b) Total tendered quantity shall be divided as follows:
In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% on MSE (owned by SC/ST) subjected to following conditions:
 - I. MSEs Matches L-1 price.
 - II. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (6.25%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 25% will be awarded to them. In case of tender item is non-splitable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.

b) If no MSE matches the L-1 price, then entire order shall be awarded to L-1 bidder.

2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST). In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 25% of total tendered value/quantity. In case of more than one such MSE (L1+15%), L3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).

100% order will go to the L-1 bidder

4) Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.

5) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

6) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.

a) In case of proprietary MSE, proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.

c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

7) Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.

a) In case of proprietary MSE, proprietor(s) shall be a Women.

b) In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.

c) In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

Note: All these preferences are applicable, subject to the submission of applicable certificates (i.e. District Industries Centers OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR Udyog Aadhaar Memorandum OR any other body specified by

Ministry of Micro Small and Medium Enterprises). **Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only**

- 8) MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either ENTREPRENEUR MEMORANDUM PART II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or ENTREPRENEUR MEMORANDUM PART II certificate along with CA certificate (Format enclosed as per MSE Annex - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of ENTREPRENEUR MEMORANDUM

PART II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of tender evaluation. “ Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents”.

Payment Terms: Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

- a) Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,

20. void

21. Commitment, performance of the contract and punitive action thereof:

21.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

21.2 Commitment by Bidder / Supplier / Contractor:

- 21.2.1 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 21.2.2 The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 21.2.3 The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

22.0GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

- a) Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
- b) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- c) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on internet.
- d) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- e) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- f) Bidders have to email the Compliance form (annexure III of business rule document of Reverse Auction) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- g) In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, All Taxes, Freight charges, Insurance, loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

- h) Reverse auction will be conducted on scheduled date & time.
- i) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- j) The lowest bidder has to e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- k) Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which will be communicated before the Reverse Auction.
- l) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.
- m) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- n) In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) shall not be allowed to participate in RA. However, there will be no H1 removal in case H1 happens to be MSE or qualifying under PPP-MII, Order 2017 irrespective of the number of bidders qualifying techno-commercially. In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum three bidders remain in fray, else no H1 removal.

Land Border clause for the bidder

Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

TECHNO COMMERCIAL

SL.NO	Description			Mandatory Vendor Confirmation
1.	Comply to Supply the following Items as per Tender Terms & conditions			
	SI No	DESCRIPTION OF ITEM	Qty	
	1	Liquor Ammonia Analytical Grade 25% con as per IS 799 /1985 (Reaffirmation year 2010) in TANKER	22,000 Ltrs	
2.	2	Liquor Ammonia Analytical Grade 25% con as per IS 799 /1985 (Reaffirmation year 2010) in CANS	16,100 Ltrs	
3.	Comply to offer the Chemicals with BHEL recommended IS and to adhere BHEL TPIA Inspection and further Comply to borne all the expenses towards testing of Chemicals at any NABL / Govt approved LABs.			
4.	Price is F.O.R, Site office, North Chennai Thermal Power station stage 3 basis. Comply for Basic Price is Inclusive of Packing & Forwarding, Freight and Insurance Charges. The Rates Quoted should be firm till the completion of the Order.			
5.	NODEVIATION CERTIFICATE (to be attached with Letter Head)			
6.	Whether falling under MSME category (Valid Certificate to be Attached)			
7.	Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached).			
8.	Comply to BHEL Payment Terms as per Tender			
9.	DELIVERY PERIOD : After Inspection and Dispatch Clearance from BHEL, the materials shall be delivered at site within Seven (07) days from the date of Dispatch Clearance, whichever is earlier.			
10.	Comply to 90 days Validity of Offer			
11.	Experience details with Document Proof i.e. Previous POs, Invoices, Order completion certificate, GST, PAN card (same to be attached).			
12.	Comply to furnish the scanned copy of Power of Attorney Document for Submission of Tender / Signing Contract Agreement (To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarised) along with offer. Offers without valid Power of attorney Document will be summarily rejected and will not be Considered for further evaluation by BHEL (scanned copy to be attached in attachment section) - - mandatory (bids are liable to rejected if PoA is not submitted)			
13.	Certification for local supplier category as per Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal			

SL.NO	Description	Mandatory Vendor Confirmation
	Ministry provided and uploaded in Attachment section (mandatory).	
14.	Attached Self certificate for land border clause	
15.	LIST OF PQR (PRE-QUALIFYING) Documents with all Credentials (Same to be attached in attachment section) - mandatory	
16.	Comply to BHEL Payment Terms as per Tender	
17.	Comply to General Conditions of contract (GCC)	
18.	Comply to Special Conditions of contract (SCC)	
19.	Comply to Participate in Reverse Auction as per clause of NIT	
20.	GST Registration No & details (same to be attached)	
21.	Authorized Contact Person Name , Mob No etc, Company name and full address.	

SIGNATURE & OFFICE SEAL OF THE TENDERER

UN PRICED RATE SCHEDULE

Sl.No	DESCRIPTION OF ITEM	Qty (LITRES) (A)	RATE/ Unit (B)	Amount (Rs) C=(A*B)	GST (Rs) (D)	FOR DESTINATION PRICE E= (C+D)	NET OF GST PRICE F= (E-D)
01	Liquor Ammonia Analytical Grade 25% con as per IS 799 /1985 (Reaffirmation year 2010) in TANKERS	22,000	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED
02	Liquor Ammonia Analytical Grade 25% con as per IS 799 /1985 (Reaffirmation year 2010) in CANS	16,100	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED

SIGNATURE & OFFICE SEAL OF THE TENDERER

NOTE:

EVALUATION: Bidders can quote for both the items (Liquor ammonia in cans & tanker) or for any one item (Liquor ammonia in cans or tanker). Quoted Price shall be inclusive of packing and forwarding, Freight, transit insurance excluding GST. Evaluation of Price bids shall be done item wise i.e. each item shall be evaluated separately and L1 price for each line item shall be arrived as per tender conditions.

FORMS & PROCEDURES

DECLARATION BY AUTHORIZED SIGNATORY OF BIDDER

Form No: F-02 {Rev

00)

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration by Authorised Signatory

Ref : 1) NIT/Tender Specification NO'*****;

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge, I have gone through the specifications conditions, stipulations and all other pertinent issues till date and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : **Power of Attorney**

MSME CERTIFICATE

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-II) dtd:..... Category: (Micro /Small)). (Copy enclosed).

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... Lacs for..... Micro I Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of
Proprietor/Partner(s)/Director(s) employed in BHEL.

Tick (v) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Request for Clarification

Ref: 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

Sl no	Reference of clause Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

Format for self Certification under preference to Make In India order

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum local content ____ as defined in above orders for the material against Enquiry No. _____

Details of location at which local value addition will be made is as follows:

We also understand, 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 two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier

Date:

(Declaration to be furnished by bidder on Letter Head)
NO DEVIATION CERTIFICATE

This is with reference to Tender enquiry No. BHEL/PS/PUR/AMMONIA/27 for the Supply of Liquor Ammonia - 22,000 litres in Tanker and 16,100 litres in cans of Liquor Ammonia to BHEL Site office, North Chennai Thermal Power Station stage –III, Athipattu, Pudunagar Chennai – 6000120.

I, _____ of
M/s _____ hereby certify that there is no deviation from the
Tender conditions either technical or commercial and I am agreeing to all the terms and conditions
mentioned in the Tender Specification.

SIGNATURE OF THE TENDERER

OFFICE SEAL

(Signature of Bidder with seal)

Date :

POWER OF ATTORNEY FOR SUBMISSION OF TENDER

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, Tek Towers, Chennai-35 in connection with vide Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director / CMD / Partner / Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness Notary Public

**MODEL CERTIFICATE FOR UNDERTAKING REGARDING RESTRICTIONS ON
PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND
BORDER WITH INDIA**

I have read the clause regarding restrictions on procurement from a bidder of a country Which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

(Signature of Bidder with seal)

Date :

**GENERAL
PURCHASE
TERMS AND
CONDITIONS**



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

INSTRUCTIONS TO THE VENDORS/BIDDERS

1. **PURCHASER :** Purchaser shall mean Bharat Heavy Electricals Ltd, a company registered under Indian Companies Act 1956 with registered office at BHEL House, Siri Fort New Delhi 1100049 or its authorized officers or other employees authorized to deal with the matters concerned and having Regional Service Centre at Tek Towers, No. 11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai - 600097
2. **BIDDER/VENDOR:** means to those to whom enquiries have been sent for any purchase in case of Limited Tender and any bidder in case of Open Tender
3. **SELLER:** Seller means the successful bidder who is getting the Purchase Order from BHEL.
4. These purchase specifications as a whole, duly furnishing all the details required and other documents as required in the following pages shall be duly signed, scanned and uploaded in the online EPS portal.
5. a. Tenders/bids/offers are invited as E Tender for the scope of supply as per the specifications detailed and enclosed to the Enquiry. The offers sent in hard copy FAX/E MAIL shall not be considered.
b. Tenders/bids/offers are invited as conventional method (paper bid) as detailed in special conditions, the offers in sealed cover shall be addressed to AGM/ Purchase, BHEL/ PSSR, Tek Towers, No. 11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai - 600097
6. The vendors shall thoroughly read all the specifications before quoting. Vendor to clarify all doubts/ discrepancies in the Tender document with the authority inviting bids for clarifications, before submission of bids.
7. The offers shall be submitted in total compliance of the Terms and Conditions and are to be submitted online before the due date. **THE VALIDITY OF THE OFFER SHOULD BE FOR 90 DAYS FROM PART-1 OPENING DATE UNLESS OTHERWISE SPECIFIED.**
8. Please submit point wise compliance to tender specifications, terms and conditions. Otherwise it will be presumed that you are accepting BHEL's terms and conditions. Please ensure that all terms & conditions are filled.
9. The Offers will be opened on the due date with due intimation to Bidders online through online EPS Portal.
10. Rate for each items are to be quoted along with GST IN no, HSN CODE.
11. The prices shall be quoted on "F.O.R Destination" basis only unless otherwise specified. The Price shall include all Duties/Taxes as applicable. It also includes Freight and Insurance up to destination.



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

(Consignee). If the bidders prefers to quote only the basic price, then it should be followed by the duties and taxes in percentage as applicable and freight & insurance duly specified. Offers with incomplete information / prices are liable for rejection. NO PRICE ELEMENTS SHALL BE INDICATED AS EXTRA.

12. The basic price shall be kept firm till completion of the order and will not be subjected to variation, unless otherwise agreed upon specifically. However statutory variations on Taxes and Duties on the rates prevailing at the time of delivery shall be applicable.
13. Payment will be effected only after receipt of total quantity of materials as per PO at the destination within the delivery date stipulated unless otherwise specifically agreed in the Purchase Order.
14. No revision of prices whatsoever will be entertained /accepted after the Tender is opened.
15. In case of Tender for supply from abroad involving payment of foreign exchange, the price quoted should separately indicate the foreign exchange components involved and the extent of payment acceptable in Indian currency. **The exchange rate variation is not admitted unless otherwise specifically agreed/mentioned in the enquiry.** In such cases, the Tenderer also should give the following details without fail.
 - a. F.O.B price
 - b. Ocean freight/ insurance
 - c. Air freight/insurance
 - d. Ext gross weight of consignment
 - e. Indian agency commission payable in Indian rupees as applicable
16. A. Order of Precedence of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
 - a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Techno-Commercial Bid
 - c. Special Conditions of Contract (SCC)
 - d. Price Bid
 - e. General Conditions of Contract (GCC)

In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL.



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

17. **"NO DEVIATION CERTIFICATE"** has to be submitted along with the Technical bid conforming to the terms and conditions of the enquiry.
18. **"LATE TENDERS/BIDS"**: The offers received after Tender opening due date will be liable for rejection and shall not be considered.
19. Products with ISI certificates are preferred.
20. Manufacturer's name, Trade mark or patent number if any, should be clearly specified. Illustrative leaflets giving technical particulars/parameters are to be enclosed to the offers along with list of customers / their purchase orders to whom similar product had been supplied, in the past three years.
21. SSI/NSIC Registered units must highlight the status indicating registration number in their offer without fail for availing MSME benefits.
22. In case of Limited Tender, if the bidder is not interested in /not in a position to quote for this enquiry, the same should be communicated the same before due date of the Tender submission for consideration in subsequent enquiries.
23. In case of participation by the authorized distributors/dealers on behalf of the vendor, the copy of the legal arrangements/Terms and Conditions agreed between the parties (duly made in stamped paper) should be submitted. Due intimation in advance shall be given on or before the due date for consideration of such offers. The total responsibility for performance of the work/purchase as per specifications will be with the authorized vendor.
24. **QUOTATIONS**: All documentation and correspondence regarding the Contract/Purchase shall be in English language and international numerals only. The rates quoted shall be in figures as well as in words. In case of difference between the words and figures, the least of the two will be treated as valid quoted rate. All entries shall be either be typed or to be written in ink. Erasers and over writing is not permitted and may render such bids be liable for rejection. All the cancellations and insertions shall be duly attested by the bidder.
25. **PRICE DISCREPANCY**
Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:
 - 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.



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

- 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.
- 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. (e) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and, therefore, shall not be reimbursed.
26. **SAMPLES:** sample should be submitted along with the offer, if asked for.
27. **INSPECTION & ACCEPTANCE OF GOODS:** It is subject to BHEL inspection at supplier's works before dispatch or on receipt at destination as the case may be, as per the agreed/approved Quality plan. Final / stage inspection will be carried out at the destination/ supplier's works by the authorized inspection official in line with agreed quality plan. Wherever preliminary or stage inspection is to be carried out at supplier's works, the same is subject to final acceptance after receipt of the material at the destination and the decision of the Purchaser shall be final. The property of goods shall not pass until final acceptance by the purchaser. In case of delay in inspection process for reasons attributable to the seller, the financial loss /liability sustained by the purchaser shall be borne by the supplier. Since delivery period includes the time for pre dispatch inspection by BHEL, the supplier shall intimate the readiness of material for inspection well in advance to expedite the inspection process and to enable the supplier effect delivery in time.
28. **QUALITY PLAN :** BHEL may give the quality plan of their own else may request the vendor to submit the quality plan along with the offer , as applicable, for approval by BHEL. (please refer specifications) The quality plan is expected to cover generally specification of the items, stage inspections to be carried out, guarantee/warranty /test certificates/inspection reports, sampling plan as per IS . BHEL will also identify the inspection agency including the customer, as applicable. The bidder/vendor shall furnish the details of the inspection facilities available with him in the quality plan, as applicable. The Quality Plan will be finalized before proceeding with execution of PO. The vendor is requested to ensure completion of QP in all aspects before proceeding with PO. The vendor should provide calibrated instruments etc for carrying out the inspection as per the quality plan.
29. **REJECTION:** The seller shall intimate the purchaser in writing within 15 days after receipt of rejection advice regarding the disposal of rejected material and action plan for replacement. If no information is received within this time, the purchaser shall be at liberty to return the material at the cost of risk of the seller after recovering the cost if any, including inward freight and other incidental charges incurred. The purchaser will not be responsible for the rejected material thereafter and no claim will rest on them.
30. **PACKING , MARKING & FORWARDING :**



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

PACKING: the supplier shall arrange for secure protective packing of the goods suitable for tropical conditions to avoid loss, damage or atmosphere action during transit by road/train/air. The packing standard shall comply with relevant national standards, where available, carriers' conditions of packing or established trade practice. The seller shall be liable to replace the material or reimburse the value of the loss notwithstanding whether insurance is arranged by him or not. The packing materials and cases and packing charges are included in the quoted price unless otherwise agreed.

MARKING: The following marking shall be made on each package in BLACK BOLD CAPITAL LETTER:

- a. BHEL CONSIGNOR DIMENSION
- b. PSSR CONSIGNEE WEIGHT : GROSS & NET

The above marking should be stenciled or written in bold letters on the package. Should the packages be too small, suitable cards/metal tags giving these details may be tagged or nailed. Copy of the packing slip should be kept in each package without fail.

DESPATCH INTIMATION: immediately after dispatch, the Seller shall intimate AGM/Purchase BHEL PSSR Chennai the details of the items dispatched, quantity, order reference, LR/RR No and date by telegram/fax/e-mail.

31. **TERMS OF PAYMENT:** Payment shall be made as per the following terms unless otherwise specified..
- Where only supply is involved, 100% payment will be made within 30 days of satisfactory receipt of materials and on submission of Performance Bank Guarantee valid till completion of Guarantee Period and against submission of Store receipt voucher (SRV)/FARV (fixed asset acceptance receipt voucher)/MRV (material receipt voucher). These vouchers are issued by the consignee only.
 - Where installation and commissioning is involved, 90% payment will be released within 30 days of satisfactory receipt of materials and acknowledgement (as per SRV/FARV/MRV) and balance 10% will be paid after successful installation and commissioning and on submission of Bank Guarantee for 10% of the Order Value valid up to the guarantee period agreed between BHEL and the Vendor .
32. **SECURITY DEPOSIT :** Where required , Security deposit or Bank guarantee shall be submitted for a sum equal to 10% of the total value of the order on receipt of confirmed purchase order from BHEL (please refer specifications for applicability)
33. **LIQUIDATED DAMAGES & RISK AND COST:** Seller is to understand that "Time is the essence of the contract". Hence the delivery of the goods as mutually agreed and specified in the purchase order should be adhered to. Where the seller supplies/dispatches the materials beyond the delivery date mentioned in the Purchase order, the Purchaser will have no obligations to accept the goods. In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

Based on delivery conditions, following LD clauses shall be operated

- a) LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However, even if a staggered delivery schedule for Capital Machine/ BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value
- c) In case of any amendment/revision, the LD shall be linked to the amended/revised PO value

RISK AND COST:

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i). 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.
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii). 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.
- iv). Termination of Contract on account of any other reason (s) attributable to Contractor. v). Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi). Non-compliance to any contractual condition or any other default attributable to Contractor / supplier.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor 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 (in case of termination of contract):

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



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

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.

Note: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work/supply shall be calculated in line with LD clause no. 33 of GCC, for the delay attributable to contractor/supplier. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work / supply in case of termination of contract" is given below.

- i) 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 = T1
- ii). Let the value of executed work / supply till the time of termination of contract = X
- iii). 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
- iv). Delay in executed work / supply attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
- v). LD shall be calculated in line with LD clause (clause no 33) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

The following sequence shall be applicable for recoveries from contractor/ supplier on whom Risk & Cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery:



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

- a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount will be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor/ supplier fails to deposit the balance Risk & Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - i). Dues payable to contractor/ supplier against other contracts in PSSR/BHEL shall be considered for recovery.
 - ii). If recovery cannot be made out of dues payable to the contractor/ supplier as above, balance amount to be recovered, shall be informed to other Regions/Units of BHEL for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier.
 - iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.

34. TERMINATION OF THE ORDER/CONTRACT

In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the nonperformance of the supply contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the risk and cost of the supplier. The additional expenditure to be incurred by BHEL (including BHEL Overheads) in such alternate purchase would be to the account of the supplier (Risk Purchase). This remedy would be in addition to the invoking of the PBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies. BHEL reserves the right to initiate the alternate purchase action at the risk and cost of the erring supplier by issue of a simple notice of intention for the alternate purchase action duly sent by any electronic means and / or by a letter. The cancellation of the order would not be a pre-condition for initiation of the alternate purchase action.

35. **INSURANCE:** wherever delivery terms quoted for FOR Destination specifically agreed to and directed, the supplier shall insure at his cost the goods for all transit risks including 30 days storage risks from the date of delivery of goods at the final destination. In other cases, supplier must furnish of dispatch of each consignment immediately after dispatch. Failure to do this will make the supplier responsible for making good any loss which might have been recovered from the under –writers.



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

36. **SUBCONTRACTING:** This order or any part thereof shall not be subcontracted without the consent of the Purchaser. The total responsibility for the supply and performance of purchased items, as per guarantee rests with the seller, even if BHEL accepts the above arrangement.
37. **METRIC SYSTEM:** Seller shall indicate all the measurements only in Metric system.
38. **INDEMNITY:** Seller shall indemnify the Purchaser against any claim due to breach of patent, trademark, negligence, defective material, or injury to seller or his agent
39. **GUARANTEE & WARANTEE :**
- The items purchased are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning i.e. put into use or for 18 months from the date of dispatch, whichever is earlier unless otherwise specified.
 - If any defect is noticed during the above period, the same shall be replaced free of cost on FOR destination basis within a reasonable time. The time for replacement based on the component and urgency will be intimated by BHEL and the vendor should replace the items.
 - To this effect Guarantee / manufacturer's test certificate shall be furnished along with the original documents.
40. Three sets of Operation & maintenance manuals/ technical literature, drawings etc are to be supplied free of charges along with the items being procured.
41. 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 event 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

REQUIREMENT OF PURCHASE PREFERENCE: Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:-

- a) In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply;



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

- b) In the procurements of goods which are divisible in nature, the following procedure shall be followed:-
- Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is from a local supplier, the contract for full quantity will be awarded to L 1.
 - If L 1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L 1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L 1 price. In case such lowest eligible local supplier fails to match the L 1 price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L 1 bidder.
- c) In procurements of goods or works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
- Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is from a local supplier, the contract will be awarded to L 1.
 - If L 1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L 1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L 1 price.
 - In case such lowest eligible local supplier fails to match the L 1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L 1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L 1 price, then the contract may be awarded to the L 1 bidder.

VERIFICATION OF LOCAL CONTENT:

- The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification 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.

42. SUSPENSION OF BUSINESS DEALINGS

- ❖ It may be noted that guidelines / rules in respect of 'Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

- ❖ 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 ---> Tender Notification - List of Banned Firms).
- ❖ Abridged version of the extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspensionof-BusinessDealings-with-Supplier-issued-Sept13_abridged.pdf

43. **BHEL 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."

44. **THIS FOLLOWING CLAUSE IS ONLY APPLICABLE FOR THE TENDERS WITH INTEGRITY PACT TERMS AND CONDITIONS:**

Submission of duly-filled & signed BHEL standard format of Integrity Pact (without any deviation) by Suppliers along with the un-priced (Techno-Commercial) bid is a pre-requisite condition for evaluation of the offer. The copy of Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of Suppliers. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. The decision of the Purchaser would be final in this matter.

- All Statutory Requirements as applicable for this supply shall be complied with.

45. **DISPUTES, ARBITRATION & JURISDICTION ;**

- All disputes between the Purchaser and the seller arising out of this transaction , other than those for which decision of the BHEL is final, shall after written notice by either part to the PO to other party by referred to sole arbitration of Executive Director or his nominee.
- The Arbitrations shall be conducted in accordance with provisions of Arbitration and Conciliations Act 1996. The Purchase will be governed by the law for the time being in force in the Republic of India.
- The civil court having ordinary original Jurisdiction at Chennai, Tamilnadu alone have exclusive jurisdiction in regard to all claims in respect of this transaction/ purchase. No other civil Court have jurisdiction in case of dispute, of this contract.

46. **GENERAL:** All 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 writing by the Purchaser will not be applicable to this order. The Seller should intimate the Consignee in writing regarding the readiness of material, in cases where Purchaser has agreed to arrange collection with a copy to AGM/Pur/BHEL PSSR Chennai.



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

47. ANY REFERENCE MADE HEREIN (ENQUIRY/PURCHASE ORDER) TO ANY OF THE NATIONAL/INTERNATIONAL STANDARDS IMPLIES IT'S LATEST EDITION.
48. THE VENDORS SHOULD SUBMIT GUARANTEE, SOUNDNESS & BONAFIDE CERTIFICATES WHILE SUPPLYING THE ITEMS. SUGGESTED FORMAT IS GIVEN UNDER SL. No. 49.
49. PROFORMA (TYPICAL) - To be typed on letter head and certified with Signature & Stamp
- a. **GUARANTEE Certificate:** Certified that the materials dispatched vide RR/LWB/PBW nodated Conform to the quality as per specification of the Purchaser vide PO No Dated and guaranteed for 12 months from the date of putting the same to actual use /consumption /commissioning or 18 months from the date of dispatch whichever is earlier against all manufacturing defects, faulty materials, bad workmanship etc. if any defect is noticed during the above period, the defective materials shall be replaced or rectified free of cost on FOR/Chennai/destination basis within a reasonable time.
- b. **SOUNDNESS CERTIFICATE :** certified that the materials dispatched under RR/LWB/PWB Nodatedcovered by our invoice No Datedfor Rs.....against yourorder.....dated were in a sound condition at the time of dispatch. The material supplied against this order conforms to the specification mentioned therein and if found defective at the time of inspection by you, the same will be replaced free of cost.
- c. **BONAFIDE CERTIFICATE :** I have personally examined and verified and do hereby certify that the goods in respect of which the payment is being claimed have actually dispatched by me /us under RR/LWB/Air consignment Note No.....Postal receipt Number..... Duly drawn in favour of the consignee which is genuine and mentioned in the bill and I hold myself personally responsible for the correctness of this statement. I further certify that the above mentioned RR No /LWB No/Air consignment Note No..... postal receipt No.....has been forwarded to the consignee mentioned in the Purchase order under Registered Post with acknowledgement due.
50. The purchaser reserves the right to cancel or split-up the Tender /offer and place order for individual items with different vendors with varying quantities in line with the enquiries.
51. **FORCE MAJEURE:** The following shall amount to force majeure – Acts of God, Acts of government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes over which the vendor is not having any control. If the vendor suffers delay in fulfilling the obligations due to force majeure, as defined above, BHEL will grant



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

only delivery time extension, by a period of time equal to the period of delay provided that on the occurrence of any such contingency, the vendor shall immediately reports to BHEL in writing the causes of delay. The vendor is not eligible for any other compensation.

52. TENDER CONDITIONS FOR MSE SUPPLIER:

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM /I certificate along with CA certificate (Format enclosed as per Annexure - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

BHEL shall consider any new supplier as MSE vendor provided anyone of the following documents are submitted along with their offer/application

- a) Valid NISC certificate
- b) Entrepreneurs memorandum Part II (EM II) valid based on deemed validity of 5 years)
- c) Valid EM II certificate along with attested copy of CA certificate as per prescribed format Annexure -1 applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of Tender evaluation.
- d) MSEs are exempted from payment of earnest money (EMD) in addition to free issuance of Tender Documents Payment Terms:
- e) Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Purchase Preference to MSEs as follows:

- a. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.
- b. i. **IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).**
 - A In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE (L-1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

B Total tendered quantity shall be divided as follows:

In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% on MSE (owned by SC/ST) subjected to following conditions:

- i. MSEs Matches L-1 price.
 - ii. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (6.25%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 25% will be awarded to them.
 - iii. If no MSE matches the L-1 price, than entire order shall be awarded to L-1 bidder.
- ii. **IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST).** In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 25% of total tendered value/quantity. In case of more than one such MSE (L1+15%), L3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.
- iii. **IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST)** 100% order will go to the L-1 bidder.
- A In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- B In case of Partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- C In case of Private Limited Companies, at least 51% share shall be held by SC/ST. iii. Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.

- iv. Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.
- v. Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.
 - a) In case of proprietary MSE, proprietor(s) shall be a Women.
 - b) In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.
 - c) In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

Note: All these preference are applicable, subject to the submission of applicable certificates (i.e. District Industries Centres OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises) **Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only**

BHEL shall take decision on Relaxation of norms for Startups MSEs:

- a) Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,
In addition to the concessions specified above, MSE suppliers will be eligible for such other concessions as per the MSME Act 2006 and any other benefits / concessions that may be announced by the Government of India from time to time. However, such concessions as applicable at the time of tender opening alone will be applicable. Any concessions advised after tender opening may not be considered for the current tender.
Items that are reserved for MSE and for any other items for which reservations for Indian manufacturers are notified by the Govt. Of India, such concessions as prevailing on the date of tender opening shall apply as a part of this tender condition.



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

53. **FORMAT FOR SUBMITTING E REMITTANCE FORM:**

Details are to be furnished in their letter head by the contractor /supplier duly attested by their bankers

1. Name & address of the contractor/supplier
2. Bank a/c no
3. Type of a/c (cc / current)
4. Name of the bank
5. Name of the branch
6. Branch code
7. Banker's address
8. MICR no
9. IFSC code

54. **Taxes and Duties:**

1. Goods and service Tax (GST) & Cess

- 1.1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- 1.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.
- 1.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:
BHEL GSTN -

NAME -

ADDRESS –
- 1.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 1.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

- 1.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 1.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 1.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 1.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 1.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.
2. **All taxes and duty other than GST & Cess:**
The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.
3. **Statutory Variations:**
Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.
4. **New Taxes/Levies –**
In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

5. Direct Tax

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Karnataka	29AAACB4146P1ZB
7	Kerala	32AAACB4146P1ZO
8	Madhya Pradesh	23AAACB4146P1ZN
9	Maharashtra	27AAACB4146P1ZF
10	Orissa	21AAACB4146P1ZR
11	TamilNadu	33AAACB4146P2ZL
12	Telangana	36AAACB4146P1ZG



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

Annexure- I

(Applicable only for MSE Suppliers)
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-II)
_____ dtd: _____, Category:
_____ (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
date _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. 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 _____ Lakhs

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 _____ Lakhs

(Strike off whichever is not applicable)

The above investment of Rs _____ Lakhs is within permissible limit of Rs _____ Lakhs for
_____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is.....
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

Name

(Signature)

Membership number

Seal of Chartered Accountant



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector Southern Region

(A Government of India Undertaking)

GENERAL PURCHASE TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

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

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