



Bharat Heavy Electricals Limited
Power Sector Southern Region
Tek Towers, No. 11, Old Mahabalipuram Road
Okkiyam Thoraipakkam, Chennai - 600097

NOTICE INVITING TENDER
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SNO	ISSUE	DESCRIPTION	
1.0	TENDER NO	BHEL/PS/PUR/CORTEN-B STEEL/ENNORE & UDANGUDI	
	TENDER DATE	22-Dec-2020	
2.0	BROAD SCOPE OF JOB	SUPPLY OF CORTEN-B/ASTM A588 GR A STEEL FOR 2X660 MW UDANGUDI STPP & 2X660 MW ENNORE SEZ	

SNO	DESCRIPTION	PROJECT	LOT NO.	QUANTITY	UOM	DELIVERY DATE
1)	Plate 10mm (ASTM A588 GrA) (10 x 2500 X 7150)mm as per TDC :RTA :404	TANGEDCO 2 X 660 MW ENNORE SEZ STPP	1	698	METRIC TON	15-apr-21
2)	Plate 20 mm ASTM A 588 Gr. A/Killed (20 X 2000 X 10000) mm as per TDC :RTA :404	TANGEDCO UDANGUDI SUPERCRITICAL THERMAL POWER PROJECT STAGE-I (2X660 MW)	1	55	METRIC TON	15-apr-21
3)	Angle 100x100x10mm ASTM A 588 Gr. A/Killed as per TDC :RTA :404	TANGEDCO UDANGUDI SUPERCRITICAL THERMAL POWER PROJECT STAGE-I (2X660 MW)	1	85	METRIC TON	15-apr-21
4)	Plate 10mm (ASTM A588 GrA) (10 x 2200 X 8500)mm as per TDC :RTA :404	TANGEDCO 2 X 660 MW ENNORE SEZ STPP	1	43	METRIC TON	15-apr-21
5)	Plate 16mm (ASTM A588 GrA) (16 x 2010 X 7200)mm as per TDC :RTA :404	TANGEDCO 2 X 660 MW ENNORE SEZ STPP	1	202	METRIC TON	15-apr-21
6)	Plate 16mm (ASTM A588 GrA) (16 x 1600 X 7150)mm as per TDC :RTA :404	TANGEDCO 2 X 660 MW ENNORE SEZ STPP	1	53	METRIC TON	15-apr-21

7)	Plate 16mm (ASTM A588 GrA) (16 x 1660 X 7150)mm as per TDC :RTA :404	TANGEDCO 2 X 660 MW ENNORE SEZ STPP	1	11	METRIC TON	15-apr-21
3.0	DETAILS OF TENDER DOCUMENT					
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc				Applicable
b	Volume-IB	Special Conditions of Contract (SCC)				Applicable
c	Volume-IC	General Conditions of Contract (GCC)				Applicable
d	Volume-ID	Forms and Procedures				Applicable
e	Volume-II	Price Schedule (Absolute value).				Applicable
4.0	ISSUE OF TENDER DOCUMENTS	1. Sale from BHEL PSSR office at : Start Date: 22-Dec-2020, Time:1600hrs Close Date: 01-Jan-2021, Time:930hrs 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission				Applicable
5.0	DUE DATE & TIME OF OFFER SUBMISSION	Date: 01/01/2021 Time: 1000 hrs Place: Chennai (Bidders are requested to visit websites to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).				Applicable
6.0	OPENING OF TENDER	Date: 01/01/2021 Time: 1700 hrs (Within 2 hours of the latest due date and time of offer submission). Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender				Applicable
7.0	EMD AMOUNT					Not Applicable
8.0	SECURITY DEPOSIT					Not Applicable
9.0	COST OF TENDER					Not Applicable
10.0	LAST DATE FOR SEEKING CLARIFICATION	Date: 31/12/2020 Along with soft version also, addressing to undersigned & to others as per contact address given below				Applicable
11.0	SCHEDULE OF PRE BID DISCUSSION (PBD)	(In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)				Not Applicable
12.0	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Details Enclosed.				Applicable
13.0	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications ?View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information				

27.0 It may please 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."

Thanking You.

ESLAWATH
NAVEEN
KUMAR NAIK

Digitally signed by
ESLAWATH NAVEEN
KUMAR NAIK
Date: 2020.12.22 14:16:46
+05'30'

Yours faithfully
For Bharat Heavy Electricals Limited
(PURCHASE)

Agency	Contact Details	
BHEL/PSSR/Chennai	Address	Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai - 600097
	Phone No	044-24589545
	Fax No	
	Email	enaveen@bhel.in

ENCLOSURES:	
01	NO DEVIATION CERTIFICATE
02	TECHNO-COMMERCIAL FORMAT
03	UN PRICED RATE SCHEDULE
04	GST DECLARATION FORMAT
05	TECHNICAL DELIVERY CONDITION
06	PRE-QUALIFICATION REQUIREMENT (PQR)
07	SCC
08	INTEGRITY PACT

VENDOR LETTER HEAD

NO DEVIATION CERTIFICATE

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

TECHNO COMMERCIAL

SL.NO	Description	Mandatory Vendor Confirmation
1	SUPPLY OF STEEL ITEMS AS PER PRICE SCHEDULE	
2	The Rates Quoted should be firm till the completion of the Order. No revision in rate shall be entertained after opening of the tenders.	
3	NO DEVIATION CERTIFICATE (to be attached with Letter Head)	
4	Whether falling under MSME category (Valid Certificate to be Attached)	
5	Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached).	
6	Comply to BHEL Payment Terms as per Tender	
7	QAP QUALITY PLAN DOCUMENTS (the same to attached in attachment section)	
8	Packing & Forwarding in % (For each sites)	
9	Freight Charges in %	
10	Transit Insurance Charges in %	
Other Charges (Which Attracts GST If any) in %		
11	(a).	
11	(b).	
12	Sub Total (a+b)	
13	GST on Base Price +P&F +Freight +Transit Insurance + Supervision, Testing &Commissioning + other Charges. (ie.,CGST+SGST+IGST+UTGST)	
14	CESS ON GST (IF APPLICABLE)	
15	GST CREDIT PASSED ON TO BHEL	
16	GST Registration No & details (same to be attached)	
17	Person & Contact Details for getting correct information from vendor side	NAME: MOBILE NO.1: MOBILE NO.2:

		E-MAIL:
18	Submission of Previous PO copies	
19	Performance Certificates obtained from the Previous customers	
20	Manufacturers Test Certificate	
21	Detailed specification & Product Catalogue,	

Authorized Signature & Office Seal

UN PRICED RATE SCHEDULE

Sl.No	DESCRIPTION OF ITEM	Qty in MT (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	Plate 20 mm ASTM A 588 Gr. A/Killed (20 X 2000 X 10000) mm as per TDC :RTA :404	55	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED
02	Angle 100x100x10mm ASTM A 588 Gr. A/Killed as per TDC :RTA :404	85	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED
03	Plate 10 mm (ASTM A 588 Gr A) (10 X 2500 X 7150) mm as per TDC :RTA :404	698	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED
04	Plate 10 mm (ASTM A 588 Gr A) (10 X 2200 X 8500) mm as per TDC :RTA :404	43	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED
05	Plate 16 mm (ASTM A 588 Gr A) (16 X 2010 X 7200) mm as per TDC :RTA :404	202	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED
06	Plate 16 mm (ASTM A 588 Gr A) (16 X 1600 X 7150) mm as per TDC :RTA :404	53	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED
07	Plate 16 mm (ASTM A 588 Gr A) (16 X 1660 X 7150) mm as per TDC :RTA :404	11	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED

BHEL PSSR CHENNAI
GST DECLARATION FORMAT

NIT Ref no: BHEL/PS/PUR/CORTEN-B STEEL/ENNORE & UDANGUDI/29

Dt : 22.12.2020

VENDOR NAME

VENDOR ADDRESS

We decalre that we will upload the Invoices in the GST portal and all tax liability as per GST rules & regulation will be discharged for the Invoices

SNo	PO No	PO Date	Supplier GST	BHEL Project Site GST	Invoice No	Invoice Date	Taxable Value (Rs.)	SGST (Rs.)	CGST (Rs.)	IGST (Rs.)	Invoice Value (Rs.)
GRAND TOTAL							0	0	0	0	0

1 We undertake to Remit GST at the rates as applicable

2 We undertake to indemnify BHEL for any Reversal/Denial/Delay of Input tax credit attributable to M/s.....(NAME OF THE VENDOR)
and the same may be recovered.

VENDOR SIGNATURE

SEAL

**PQR for SUPPLY OF CORTEN B/ASTM A 588 Gr A STEEL SECTIONS TO
UDANGUDI & ENNORE SEZ**

A Technical:

Bidder shall essentially meet all the Qualifying Requirements described below:

A.1) Bidder should be a manufacturer of steel sections (Plates or Structural) confirming to
CORTEN B / ASTM A 588 Grade A

and

A.2) Bidder should have experience of supplying above mentioned grade of steel sections in last
five years as on the latest date of submission of tender.

To comply the above qualification requirement, bidder shall have to furnish Purchase Order and
at least one number proof of supply (Invoice, LR/Waybill, Test Certificates) of above mentioned
grade of steel against the same Purchase Order.

B Financial Turnover:

Bidder to submit

1. PAN Copy
2. GSTIN copy (Registration status)

C Customer Approval:

List and Credentials of only those Technically and Financially Qualified Bidders as per A and
B above shall be forwarded to BHEL's customer (TANGEDCO) for approval.

D Price Bid Opening:

Price bids of those bidders who stand qualified subsequent to the compliance of PQR
criteria A and B and approved by the customer, shall be opened, or RA shall be conducted
amongst those customers approved bidders as the case may be.



SPECIAL CONDITIONS OF CONTRACT

SUB: SUPPLY OF CORTEN B / ASTM A 588 Gr A STEEL SECTIONS TO UDANGUDI & ENNORE SEZ

1. Steel Sections confirming to CORTEN B/ASTM A 588 Gr A to be supplied as per the below details.


For Plates:

Steel Sections supplied to confirm BHEL Document - Technical Delivery Condition (BHEL TDC: RTA: 404) to be supplied (Attached).

For Structural:

- a. Chemical Properties of Steel Sections to confirm to Clause 2 of BHEL Document - Technical Delivery Condition (BHEL TDC: RTA: 404) (Attached).
 - b. Ultimate Strength shall be not less than 410 N/sqmm
 - c. Dimensional tolerances shall be as per relevant IS/ASTM Codes.
 - d. Test Certificate shall be as per Clause 8 of BHEL Document - Technical Delivery Condition (BHEL TDC: RTA: 404) (Attached).
2. The quantity mentioned in the tender is indicative and contractor shall supply +20% of the quantity if required by BHEL for which rates shall remain unchanged.
 3. Delivery Period shall be 75 days from the commercially and technically accepted PO.
 4. Supply tolerance against each line item is (minus) 5% to (plus) 10% only.



 Ranipet	Technical Delivery Condition (TDC) for Cold rolled corrosion resistant coils / sheets / Plates			Doc Ref:	TDC:RTA:404
				Rev.No.	07
				Date:	26 11 11
				Page No	1 of 4

1. SCOPE

- 1.1. This TDC specifies the requirements of cold rolled coils, sheets of ~~CORTEN A/ASTM A 242 and equivalent material specification~~ & Plates of ~~CORTEN B/ASTM A 588 GR A and equivalent material specification~~ used in APH. Steel shall be in fully killed condition.

2. Chemical & Mechanical properties:

2.1. Chemical (melt wise)

Specn	C	Mn	Si	P	S	Cu	Cr	Ni	V
CORTEN A/ ASTM A 242 & EQUIVALENT	0.12 Max	0.20- 0.50	0.25- 0.75	0.07- 0.15	0.05 Max	0.25- 0.55	0.35- 1.25	0.65 Max	--
CORTENB/ ASTM A 588 GR A & EQUIVALENT	0.19 Max	0.80- 1.25	0.30- 0.65	0.04 Max	0.05 Max	0.25- 0.40	0.40- 0.65	0.40 Max	0.02- 0.10

2.2. Mechanical Properties


Specification	Yield point (Mpa) (Min)	T S (MPA) (Min)	% of Elonga (Min) $5.65 \sqrt{S_0}$
CORTEN A/ ASTM A 242 & EQUIVALENT	310	445	20
CORTEN B/ ASTM A 588 GR A & EQUIVALENT	≤ 16 thick 355 >16 thick 345	490 - 630	20

- ~~2.3. Bend test shall be conducted for coils as per JIS 3125 SPA C.~~

3. Supply condition (Coils)

- 3.1. The coils shall be free from slit edges, scales and rust etc.
3.2. The tolerance thickness and width shall be as follows:
On width : Plus 0.00 to Minus 1.5 mm
On thickness : Plus 0.07mm to minus 0.00 mm
3.3. The camber, out of flatness, bend shall be permitted only to the extent specified in the applicable standard.

Prepared by <i>J. Chithir</i>	Reviewed by	Signature	Approved by <i>[Signature]</i> (Head / QA)
	Engg(APH)	<i>[Signature]</i>	
	Purchase	<i>[Signature]</i>	
	MPL	<i>[Signature]</i> 09/08/11	
	QC(Proc)	<i>[Signature]</i>	
	QA	<i>[Signature]</i>	
Issued by Quality Assurance			

 Ranipet	Technical Delivery Condition (TDC) for Cold rolled corrosion resistant coils / sheets/ Plates	Doc Ref:	TDC:RTA:404
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- 3.4. The ID of the coil shall be 500 mm \pm 20mm, OD of the coil shall be 1500 mm(max). **Coil weight:** 2 to 5 MT for coil width of \leq 503 mm and 5 to 10 MT for coil width > 503 mm.
- 3.5. Surface condition shall be cold rolled with matt finish with an oil coat to protect from rusting.

4. Supply conditions (Plates and sheets)


- 4.1. Tolerance for the plates is as per ASTM A6.
- 4.2. Tolerance for sheets on thickness is Plus 0.15 minus 0.00
- 4.3. The plates / sheets shall be free from scales and rust.
- 4.4. Plates thickness 12 mm and above shall be ultrasonically tested and accepted as per ASTM A 435.

5. Packing and preservation (for coils)

- 5.1. Before packing, the coils shall be given a sufficient coat of rust preventive fluid on the outer part to prevent rusting.
- 5.2. Three binding strips through eye of the coil at equal spacing shall tightly be secured.
- 5.3. Polythene sheet (thickness more than 20 microns) shall be wrapped over the coil.
- 5.4. Subsequently coil shall be wrapped with Hessian cloth.
- 5.5. ID rings shall be provided at both the sides of the coil to protect the coil edges.
- 5.6. Entire circumference of the coil shall be covered with GI sheet / painted sheet. Subsequently, both the faces shall be protected with metal sheets i.e. full coil is to be covered.
- 5.7. Three cross strapping shall be tightly secured through the ID of the coil at equal spacing.
- 5.8. Two more strapping along the periphery shall be provided ensuring tight strapping. The outer label containing details as in 7.1 shall be pasted on the packed OD of the coil.
- 5.9. A metal label containing the detail as in 7.1 shall be secured at one of the outer cross strapping.

6. Packing and Preservation (for sheets / plates)

- 6.1. ~~The sheets shall be coated with a coat of rust Preventive Fluid on both sides and polythene sheets (thickness more than 20 Microns) shall be wrapped over the sheet bundle, subsequently sheets shall be wrapped with Hessian cloth and suitable metal belt.~~
- 6.2. **The plates** shall be suitably bundled for withstanding the handlings during loading & unloading.

 Ranipet	Technical Delivery Condition (TDC) for Cold rolled corrosion resistant coils / sheets/ Plates	Doc Ref:	TDC:RTA:404
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7. Identification

7.1. ~~For coils~~ the following details shall be stenciled with paint / pasted with sticker on the ID of the coil and ~~for sheets~~ on the bundle.

- a. ~~Vendor's Name~~ b. ~~P.O. No.~~
- c. ~~Coil No. / Sheet No. / Plate No.~~ d. ~~Specification & Grade.~~
- e. ~~Net Weight~~

For Plates, the details a,c,d, in clause 7.1. are to be hard stamped and bordered with paint and b & e are to be painted.


7.2. ~~For coils two more labels containing all the details as in 7.1. shall be pasted, one on the eye and another on the outer surface of the packed coil.~~

8. Test certificate

8.1. The TC shall be in English and containing the following details.

- i. PO No.
- ii. Specification and grade
- iii. Coil no.
- iv. Nominal thickness and width
- v. Chemical composition – melt wise.
- vi. Mechanical properties – melt wise / HT batch wise
- vii. Gross and net weight

8.2. BHEL reserves the right to carry out test and reject the items wherever non conformance to the contract is noticed.

 Ranipet	Technical Delivery Condition (TDC) for Cold rolled corrosion resistant coils / sheets/ Plates	Doc Ref:	TDC:RTA:404
		Rev.No.	07
		Date:	26 11 11
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Rev No	Date	Changes made
00	20 05 96	TDC RTA 004 / 00 is revised and re-numbered as RTA 404 Rev.00
01	18 07 96	i. Cl.2.3 table and sketch modified ii. Cl. 6.2, Cl.7.9, Cl.9.1 modified iii. Cl.9.5 deleted.
02	27 11 96	i. Cl. 8.0 deleted ii. Cl. 9.0 re-numbered as 8.0
03	28 03 98	i. Cl. 2.2 min yield strength changed to 310 MPa in line with corten coil specification.
04	22 06 98	Scope of sheets taken out of the purview of the TDC. Please see TDC:RTA:425/001 dt 22 06 98 for corten sheets.
05	10 05 02	TDC totally reviewed and revised. Requirements of TDC RTA 405 (corrosion resistant plate) TDC RTA 425 (Corrosion resistance sheets) are merged to form this TDC:RTA:405,425 deleted.
06	07 02 03	Class 2.1 chemistry details revised. And cl.3.2 modified Clause 2.2 gauge length specified for % of elongation. Cl. 3.4 revised based on supplied feedback. Cl.7.1 modified for better clarity.
07	26 11 11	Cl. 1.1, 2.1 and 2.2 : ASTM A 242 and ASTM A 588 GR A included.

Annexure - I

Integrity Pact (IP)

a) IP is a tool to ensure that activities and transactions between the company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as per format given at Volume 1D Formats (refer as in Annexure-IA) of this tender is to be submitted (duly signed and stamped by the authorized signatory who signs in the offer) along with Techno Commercial Bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

SI No.	IEM	Address
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010

Applicable

NOTICE INVITING TENDER

Tender No:NIT Ref no: BHEL/PS/PUR/CORTEN-B STEEL/ENNORE & UDANGUDI/29 DT: 22-12-2020

b) Please refer section- 8 of the IP (refer as in Annexure-IA) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note: No routine correspondence shall be addressed to the IEM (Phone / Post / E mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issued shall be addressed directly to the tender issuing (Procurement) department. For all clarifications / issues related to the tender, please contact:

1. Mr.S Prabhu Kumar AGM /Purchase,
BHEL-PSSR ,No 11 ,Tek Towers , Oggiumthoraiakkam,OMR Road,Chennai-600097
044-24589541 , +91-9844445680 sprabhu@bhel.in
2. Mr.E Venkataramanan, GM/Purchase, SCT & DEBTOR
BHEL-PSSR ,No 11 ,Tek Towers , Oggiumthoraiakkam,OMR Road,Chennai-600097
044-24589440,+91- 9880413889 ev@bhel.in

Annexure – I A

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (India) hereinafter referred to as The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

----- (description of the party along with address), hereinafter referred to as The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART'

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

-----The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Shri Arun Chandra Verma,IPS (Retd.) and Shri Virendra Bahadur Singh,IPS (Retd.) are the IEM's.Tender No.: NIT Ref no: BHEL/PS/PUR/CORTEN-B STEEL/ENNORE & UDANGUDI/29 Dt: 22.12.2020 .

BHEL

AA:MM:IP:RO1 dtd 1.4.2010

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular. before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material , immaterial or any other benefit which he / she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications ,certifications , subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)! Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor. upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 8.6 The Monitor will submit a written report to the CMD. BHFI_ within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the C: MD, BI IEL, a substantiated suspicion of an offence under relevant IPC / PC Act , and the CMD , BI-IEL has not , within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may **also transmit this information** directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.10 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place_____

Date_____

Witness: Witness: _____
(Name & Address) _____

Witness: Witness: _____
(Name & Address) _____

SPECIAL TERMS AND CONDITIONS

OPEN TENDER NIT Ref no: BHEL/PS/PUR/CORTEN-B STEEL/ENNORE & UDANGUDI/29 Dt: 22-12-2020 due on : 01-01-2021 for procurement of CORTEN-B/ASTM A 588 GR A steel for 2X660 MW UDANGUDI STPP and 2x660 MW ENNORE SEZ. The tendered section details are as given below.

Details -A

SL Nos.	ITEM DESCRIPTION	QTY (MT)	INDENT NO /BUDGET	PROJECT SITE	ESTIMATE
1	Plate 20 mm ASTM A 588 Gr. A/Killed (20 X 2000 X 10000) mm as per TDC :RTA :404	55	IND:20:PS:0005:PMX:45, Received Dt:28.10.2020/REVENUE	2X660 MW UDANGUDI TPP	“I” Category
2	Angle 100x100x10mm ASTM A 588 Gr. A/Killed as per TDC :RTA :404	85			
	Total (MT)	140			

Details-B

SL Nos.	ITEM DESCRIPTION	QTY (MT)	INDENT NO /BUDGET	PROJECT SITE	ESTIMATE
1	Plate 10 mm (ASTM A 588 Gr A) (10 X 2500 X 7150) mm as per TDC :RTA :404	698	IND:20:PS:0005:PMX:46 , Received Dt : 28.10.2020/REVENUE	2X660 MW ENNORE SEZ TPP	“Q” Category
2	Plate 10 mm (ASTM A 588 Gr A) (10 X 2200 X 8500) mm as per TDC :RTA :404	43			
3	Plate 16 mm (ASTM A 588 Gr A) (16 X 2010 X 7200) mm as per TDC :RTA :404	202			
4	Plate 16 mm (ASTM A 588 Gr A) (16 X 1600 X 7150) mm as per TDC :RTA :404	53			
5	Plate 16 mm (ASTM A 588 Gr A) (16 X 1660 X 7150) mm as per TDC :RTA :404	11			
	Total (MT)	1007			

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

In case bidders need any clarification regarding online participation, they can contact customer care service available at <https://eprocure.gov.in/eprocure/app>

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop. In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:

TECHNICAL OFFER:

1. Quality Plan (To be attached in Attachment section)
 2. NODEVIATION CERTIFICATE (to be attached with Letter Head)
 3. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section).
 4. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section)
 5. Duly filled all annexures (To be attached in Attachment section).
 6. Experience details with Document Proof i.e., Previous POs and their related Invoices, Order completion certificate issued by the customers Financial statement, Balance sheets (To be attached in Attachment section)
 7. Unpriced RATE SCHEDULE (To be attached in Unpriced bid Attachment section).
 8. Scanned Copy of THE MATERIAL SAFETY DATA SHEET (To be attached in Attachment section).
 9. Signed copy of GST declaration format.
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 FOR Destination basis. Supplier should furnish all GST details separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The GST value will be deducted while comparing your offer to arrive L1 status.

EVALUATION CRITERIA: Contract will be finalized with L-1 vendors for item wise. Request for technical deviation or withdrawal of offer by the tenderer will not be accepted after entering into contract with that vendor. BHEL reserves right to place the order for full (or) part quantity of each line item of tender.

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 be as per the items required for BHEL Project located within the state of Tamilnadu. BHEL GSTN - 33AAACB4146P2ZL
- 3.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 3.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 3.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 3.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 3.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 3.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 3.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL

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

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

5. Statutory Variations

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

6. New Taxes/Levies –

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

TCS (Tax collected at Source) under Income Tax Act.

If the vendor is mandated to collect the TCS from BHEL (for sale of Goods) as per the newly inserted sub section(1H) under Section 206C of the Income Tax Act, then the below conditions need to be adhered to:

Vendors should mention their TAN and PAN number in the Invoice submitted to BHEL.

Where the tender conditions do not specify any PQC on financial parameters, then the reimbursement of IT TCS to the Vendor can be made only on submission of below undertaking on yearly basis.

“I/We_____ have made a total sale, gross receipts or turnover from our business carried exceeds ten crore rupees during the financial year_____ (should be immediate preceding financial year)”

And on submission of TCS paid challan and TCS certificate for the TCS payments made in the last quarter.

Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice

PAN No of BHEL is AAACB4146P, same need to be considered by vendor while filing their TCS returns.

Vendor shall issue a TCS Certificate for the amount collected at source within the due dates as per the IT Act.

In event of failure to comply with the provisions of the Act or proper certificate was not issued or if tax collected, not remitted to the Government or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the Vendor towards non- compliance of statutory provisions from the money's due to them with applicable interest.

Where the purchases are for one time based on absolute requirements, then the Vendor shall be eligible for reimbursement only upon submission of TCS certificate.

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. PAYMENT TERMS :

Suppliers shall note that following conditions applicable for this tender.

1. Payment term applicable for this tender is as below,

- a) After 120 days from date of receipt consignment along with Invoice (Duplicate for transporter), TC & LR copy free from errors.
 - b) In case the standard payment term in clause 1.a above is not acceptable, alternately 120 days Usance LC reckoned from the date of submission of documents at Beneficiary bank, subject to loading of 1 .5% on the quoted price for evaluation. Opening charges and retirement charges to BHEL ' s account.
2. Offers confirming to either of this payment term as mentioned above will only be considered. Any deviations (like payment period lesser than 120 days, Usance period less than 120 days, sight LC, Interest for delay in payment, advance payment etc.) to the above payment term will not be considered and offers with such deviation will be summarily rejected.

LC will be normally opened within 21 days from the date of PO, if any delay occurs beyond 21 days ,the acceptance of the P.O shall be mutually agreed. If 21st day from PO is a bank holiday, then next working day will be the last date of opening of LC.

Last Shipment Date shall be 90 days from the date of opening of LC. Negotiation /Presentation period shall be of 21 days extra. In case of any delay in amendment to LC required due to reasons attributable to BHEL beyond 5-7 days, delivery period to be extended proportional to delay.

Acceptance value shall be the actual payable value after necessary deductions wiz LD, Weighment shortage, GST on LD, TDS as per GST act and rejections based on BHEL/BHEL Third party weighment.

LC shall be opened for full PO value including freight & GST. BOE acceptances to be submitted for full invoice value including freight & GST unless there are any deductions on a/c of weighment shortages and LD charges.

BHEL will bear LC opening and retirement charges only and any other charges shall be to supplier account.

Validity of LC will be maintained as 111 days (90+21) from LC establishment date.

Negotiable documents for LC shall be Invoice (Original), Test Certificate (Original) and copy of LR (for road dispatch)/ RR (for rail dispatches)/ Bill of Lading (for sea dispatches), Copy of Insurance (If required) in the name of vendor. BHEL/BHEL approved third party weighment shall be final.

Acceptance of Bill of Exchange to BHEL Bank shall be done within 21 days from date of receipt of materials.

Guarantee certificate will not be a part of LC documents. If required, supplies have to provide the guarantee certificate within 2 weeks from the date of invoice.

Pre-dispatch inspection is acceptable at supplies works or at their stockyard. MDCC and inspection clauses are waived off if supplier is a regular supplier to BHEL in tendered sections.

Minimum Order quantity for individual item in POs is 11 Ton. Any quantity less than this have to be mutually agreed for issue of PO.

BHEL/BHEL Third party weighment is final. However, to have uniformity and any disputes, uniform tolerance of 70kg per trailer shall be maintained.

The LC Document list may please be limited to

- a) Original Invoice Copy
- b) Copy of Lorry Receipt or Railway Receipt
- c) Copy of Test Certificate

In case of multi modal transport (like transporting of materials in first leg through RAIL to a nearby railway siding and then transporting from Railway siding to BHEL site through Road by Trailer), only Railway receipt of the first leg shall be given for LC Documents for negotiation.

Offer validity shall be 90 days from the date of opening of tender. Bills shall be acceptable in actual weight basis.

9. QUANTITY TOLERANCE: The quantity mentioned in tender is indicative and contractor shall supply +20 % of quantity if required by BHEL for which rates shall remain unchanged.
supply quantity tolerance shall from (minus) 5% to (plus) 10 % for each line item of P.O allowed, vendors are requested to ensure supplies are made within this tolerance.

10. WARANTEE: Free replacement of whole material in case of notification of defect in material within the period of 1year from TC/Invoice date whichever is earlier. Supplier shall replace the defective material free of cost (Inclusive of material cost, freight ,taxes etc.) up to destination with one month from notification of defect.

11.. ORDERING: Order acceptance cum expected delivery schedule shall be provided by supplier within 7 days from date of Purchase Order. Single point contact for BHEL order shall be provided with mail ID, Address, Phone No etc.,

12. SPLITTING THE ORDER: BHEL have the rights to place orders for Full Quantity or part of full quantity

13. UNLOADING: Unloading of material is in scope of BHEL. Prior dispatch clearance shall be obtained from concerned project site/HQ before delivery. Suppliers shall insure the material at their cost for transportation and is not payable by BHEL.

Suppliers fulfilling the PQR & SCC criteria are only eligible to participate in this tender. Suppliers have to ensure this before submitting their offer.

14. LIQUIDATED DAMAGES & RISK PURCHASE:

Seller is to understand that "Time is the essence of the contract". Hence the delivery of the goods s mutually agreed, specified in the purchase order should be adhered to within the time mentioned. Where the seller supplies/dispatches the materials beyond the delivery date, as specified in the order, the Purchaser will have no obligations to accept the goods.

The Purchaser reserves the right to levy liquidated damages @1/2 percent of the value of the goods delayed beyond the due date, for each week of delay or part thereof without prejudice to any other relief or compensation due to Purchaser under any other conditions of the order subject to a limit of 10% of undelivered portion only, unless the delivery extension is given. In case of delay in receipt of materials at the delivery point, for reasons not

attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice.

In addition to the above , in case the vendor shall fail to complete the supply of the any of the materials within the specified time (either partially or fully), it shall be lawful for BHEL PSSR Chennai ,to procure the same at the risk and cost of the supplier. In such event it will be obligatory on the part of the supplier to pay the additional expenditure incurred to BHEL PSSR for any loss due to such risk purchases.

15. 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: Incase 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.

16. BHEL have the rights to place orders on Item wise or Package wise or more than one Vendor.

17. 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.
18. **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.
19. 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”.
20. **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."

21 Authorization of representative who will participate in the on line reverse auction process;

- i. Name and designation of official.
- ii. Postal Address (Complete).
- iii. Telephone Nos. (Both Land line & Mobile).
- iv. FAX No E-mail address.
- v. Name and Place /State/Country, where from he will participate in the reverse auction.

22. Bidder should submit their offer along with the Copy of Quality Plan, 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

23. Special Instructions:

- (a) Inspection will be carried out by BHEL or BHEL authorized TPIA (Third Party Inspection Agency) at supplier works or stockyard 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 borne all the expenses towards testing of Chemicals at any NABL / Govt approved LABs,
- (b) Vendor has to submit THE MATERIAL SAFETY DATA SHEET for transportation & handling of offered chemicals along with offer.
- (c) Vendor should transport the steel 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).
- (d) 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
- (e) Inspection /Test Report and Guarantee/Warranty Certificate to be furnished along with supply
- (f) Please refer to the instructions to Tenders regarding Terms & Conditions as applicable to this Enquiry, which is enclosed.
- (g) Please seek all the clarifications, if any, before quoting and submit a "NO DEVIATION CERTIFICATE" Agreeing to all terms and conditions.
- (h) Offer validity should be 90 days from the date of opening of Tender.

24. 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.,

25. CONSIGNEE ADDRESS: The material pertains to Details-A has to be delivered to

The Stores in-charge /BHEL PSSR Site office ,
2X660 MW UDANGUDI STPP
Kallamoli -Thiruchendhur Taulk,
Tuticorin District.Tamil Nadu.

BHEL GSTN - 33AAACB4146P2ZL

The material pertains to Details-B has to be delivered to

The Stores in-charge /BHEL PSSR Site office ,
2 X 660 MW Ennore SEZ STPP Vayalur BR
PO Minjur PO Tamilnadu - 601203

BHEL GSTN - 33AAACB4146P2ZL

26. Offer validity should be 90 days from the date of opening of Tender.

28. DELIVERY PERIOD:

- a) In case of credit payment term delivery period shall be 75 days from the date of PO.
- b) In case of LC payment term delivery period shall be 75 days from the date of establishment of LC.

If any of the vendors quoting delivery period beyond 75 days either for credit payment or LC payment, a loading factor of 0.5% per week beyond 75 days of delivery period shall be loaded on the quoted FOR price for evaluation.

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be communicated from BHEL-PSSR Purchase Dept. CHENNAI.

29. Integrity commitment, performance of the contract and punitive action thereof:**16.1 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.

16.2 Commitment by Bidder / Supplier / Contractor:

- 16.2.1 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.
- 16.2.2 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.
- 16.2.3 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.
- 16.2.4 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.

“Authenticity of Credentials submitted by the Bidder shall be verified from the Issuing Authority, by BHEL. In case, any credential(s) is/are found to be unauthentic, offer of the bidder is liable to be rejected. BHEL reserves the Right to Initiate any further action as per the “Guidelines for Suspension of Business Dealings with

Suppliers/Contractors" (Published in http://www.bhel.com/vender_registration/vender.php) and "Fraud Prevention Policy" (Published in <http://www.bhel.com/home.php>), as applicable".

ANNEXURE-I

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

TO WHOM SO EVER IT MAY CONCERN

This is to Certify that M/s,

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

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)

Name-

Membership number -

Seal of Chartered Accountant

BHEL : PSSR : CHENNAI

DETAILS OF CONTRACTOR/SUPPLIER FOR E REMITTANCE OF PAYMENTS BY BHEL PSSR/CHENNAI

1 NAME & ADDRESS OF THE CONTRACTOR/SUPPLIER

2 BANK A/C NO

3 TYPE OF A/C (CC / CURRENT)

4 NAME OF THE BANK

5 NAME OF THE BRANCH

6 BRANCH CODE

7 BANKER'S ADDRESS

8 MICR NO

9 IFSC CODE

THE CONTRACTOR / SUPPLIER, DULY ATTESTED BY THEIR BANKERS



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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 690, Anna salai, Nandanam, Chennai- 600035.
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 Senior Manager/Purchase, BHEL/ PSSR, EVR Periyar Building, 690, Annasalai, Nandanam, Chennai-600 035.
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. (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.**



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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.
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.



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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.
 - 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.



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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 :**

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 |



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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. **LIQIDATED 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
- 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 there of 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



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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



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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:



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- 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 non-performance 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.
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



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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;
- b) In the procurements of goods which are divisible in nature, the following procedure shall be followed:-
 - i. 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.
 - ii. 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.



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- 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.
- ❖ 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-Business-Dealings-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."



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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.

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 CERIFICATES 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.



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- b. **SOUNDNESS CERTIFICATE** : certified that the materials dispatched under
RR/LWB/PWB Nodatedcovered by our
invoice No Datedfor Rs.....against your
.....order.....datedwere 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 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
- Valid NISC certificate
 - Entrepreneurs memorandum Part II (EM II) valid based on deemed validity of 5 years)



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- 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 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.



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- 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 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.



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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.

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.



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- 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.
- 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.



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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.

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



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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

Membership number

(Signature)

Seal of Chartered Accountant



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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.