

Special Terms & conditions for Enquiry no. E3893019

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

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

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

- (1) Bidders may be either Manufacturers or dealer / reseller / channel partner / distributor etc.
- (2) Offer of those parties will be considered who or their Manufacturer has supplied "Gases" of minimum value ₹ 9,10,000.00 during one year in last 5 years from date of tender opening. The relevant PO copies along with proof of supply (Invoice copy / completion certificate etc.) to be submitted with technical offer.

In case of fail to fulfill the above PQC requirement, offer may be techno-commercially rejected.

3. **Tender fees :-**

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

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

<https://bpl.bhel.com/qcins/iccs.htm>

E-receipt must be submitted along with offer.

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

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

Delivery schedule indicated in tender is tentative and supplies shall be made as per BHEL requirement in different lots within 5 working days from the date of intimation by BHEL.

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

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

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

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

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

Cylinder repair & maintenance charges, if found damage in BHEL premises, must be mentioned in your offer.

7. **PO will be placed on two supplier:-**

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

MSE shall be allowed to supply up to 20% of total qty. also as per clause 29-B of General Terms and Conditions of enquiry. In that case, ratio shall be 60% : 20% : 20%. If no MSE supplier accepts counter offer rate, ratio shall be 60% : 40% as per above conditions.

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

8. **Loading / Unloading of cylinder at BHEL premises:-**

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

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

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

10. **HSN Code:-**

Kindly mentioned HSN code of item in your offer.

11. **Anti-Profiteering Clause:-**

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

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

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

Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.

GST portion of invoice shall be released only upon:-

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

In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.

In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards

such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.

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

13. **Payment term:-**

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

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

14. **Terms of Delivery:-**

Terms of delivery should be **F O R Destination** on Door delivery basis at CRX, BHEL Bhopal. The same is mentioned in Part – A (Techno-commercial bid) of your offer otherwise it shall be taken FOR destination. Offers on **F O R Destination** on Door delivery basis at CRX, BHEL Bhopal will only be accepted, ***if you quote Ex-Works, freight by BHEL or Ex-Works, freight prepaid your quotation will be commercially rejected.***

15. **Validity of offer:-**

Validity of offer must be clearly mentioned in your quotation. If not mentioned, it shall be as taken 90 days from the date of opening of tender.

16. **Liquidated Damages / Penalty Clause:-**

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

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

17. **Test Certificate :-**

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

18. **Inspection:-**

Inspection will be carried out at BHEL, Bhopal only. However, BHEL will inspect at supplier's works if required.

19. **Quantity variation :-**

Quantity variation \pm 5%.

20. **Un-registered suppliers of BHEL, Bhopal :-**

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

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

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

21. All the above points must be explicitly confirmed in your techno-commercial offer. If any point not confirm in "Part A" of your offer, it shall be taken that it is acceptable to you. In case of non-acceptance above points / fail to submit sample / documents as per our tender / specification requirement, your offer may be rejected.
22. "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."
23. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after of this NIT but before finalization of contract / PO / WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

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