429-002/A

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - FOSSIL BOILERS
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

PHONE :0431-2577419
GRAMS : BHARATELEC
FAX NO: 0431-2520719
E-mail: cmuthuvel@bhel.in
Web:

Enquiry No	Enquiry Date	Due Date for Quotation
2001900119 - 73	23.08.2019	14.09.2019

Please quote Enquiry No, Date and due date in all correspondences.
This is only a request for quotation and not an order.
Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all three covers.

Item	Description	Unit	Quantity	Delivery Schedule Quantity	Delivery Schedule Date
10	PVC TUBE-ID 8MM, OD 12MM, THICK 2MM SPECIFICATION FOR PVC TUBE: SIZE: ID 8MM, OD 12MM, THICKNESS 2MM PACKING: 30METER/ROLL NOTE: SAMPLE TO BE SUBMITTED ALONG WITH OFFER	M	5000.000	5,000.00	26.10.19
20	PVC - 'T' CONNECTOR SPECIFICATION FOR 'T' CONNECTOR: MATERIAL: PVC SIZE: AS PER ATTACHED DRAWING NOTE: SAMPLE TO BE SUBMITTED ALONG WITH OFFER	NO	4000.000	4,000.00	26.10.19
30	PVC - STRAIGHT CONNECTOR SPECIFICATION FOR STRAIGHT CONNECTOR: MATERIAL: PVC SIZE: AS PER ATTACHED DRAWING NOTE: SAMPLE TO BE SUBMITTED ALONG WITH OFFER	NO	500.000	500.00	26.10.19

General Note:

GENERAL NOTE:

1. The enquiry terms & conditions are enclosed.

2. Special Instruction: The provision for MSE clause is included in the tender.

3. Tenders/ Quotations should not be sent on any individual's name but sent only to the following address:
   Tender opening cell / MM,
   Room No. 26,
   24 Building (Ground floor),
   Bharat Heavy Electricals Limited,
   Tiruchirappalli - 620014.

Email offers should be sent to: tender_cell@bhel.in

4. Any communication regarding clarifications of tender should be

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

K Saranya 23/08/19

MANAGER / PURCHASE
(FOSSIL BOILERS)

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

K. SARANYA
Deputy Manager
MM / Purchase / PSS
BHEL, TRICHY - 620 014.

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2001900119 / 23.08.2019	23505

addressed to the following:

The DGM / MM / PSS,
Materials Management,
24 Building (4th floor),
Bharat Heavy Electricals Limited,
Tiruchirappalli - 620014.

Email: pgavictor@bhel.in
Phone: 0431-2577645.

All the tenders may be addressed to the following address:

The Tender Opening Cell / MM
Room No: 26, Building 24, Ground Floor
Bharat Heavy Electricals Limited
TIRUCHIRAPALLI 620014

In case personal delivery of the offer, it shall be dropped into the respective box kept in Room No: 26, after duly entering the data in the system.

Offers will be accepted only up to 14.00 Hrs on the due date. Therefore, vendors shall ensure to submit the offers well before this time. All due date extension requirements should be addressed to the respective Purchase mail IDs. All the due date extension requests from vendors will be considered only up to 48 hours before the due date and time.

Vendors are requested to avoid submission of offers through e mail / fax. In case of any unavoidable situation, offers shall be sent through e mail to the following mail ID only tender_cell@bhel.in

As tenders are being opened by Common Tender Opening Cell, offer covers should be sealed with tenderer's distinctive seal and super scribed with correct Tender No. item of supply and due date of opening.

The offers will be opened at 14.30 hrs on the due date of the tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

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.

Goods and Service Tax (GST)

Indigenous suppliers:
1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.	Yours faithfully, For **BHARAT HEAVY ELECTRICALS LIMITED** K Saranya 23/08/19 MANAGER / PURCHASE (FOSSIL BOILERS) Yours faithfully, K SARANYA Deputy Manager MM / Purchase / PSS BHEL, TRICHY - 620 014.

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which should clearly have mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Supplier shall mention the HSN code for each item quoted by them in the offer.

2. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.

5. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.

6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by BHEL.

7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Import Suppliers:

1. Supplier shall mention the HSN code of each item quoted by them in the offer. The HSN shall be mentioned in the Invoice also for each item without fail.

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.	Yours faithfully, For **BHARAT HEAVY ELECTRICALS LIMITED** K Saranya 23/08/19 MANAGER / PURCHASE (FOSSIL BOILERS) Yours faithfully,

K. SARANYA
Deputy Manager
MM / Purchase / PSS
BHEL, TRICHY - 620 014.

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For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.0.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT.

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

Default purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

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.

Enclosures:

"LD clause has to be confirmed without fail."

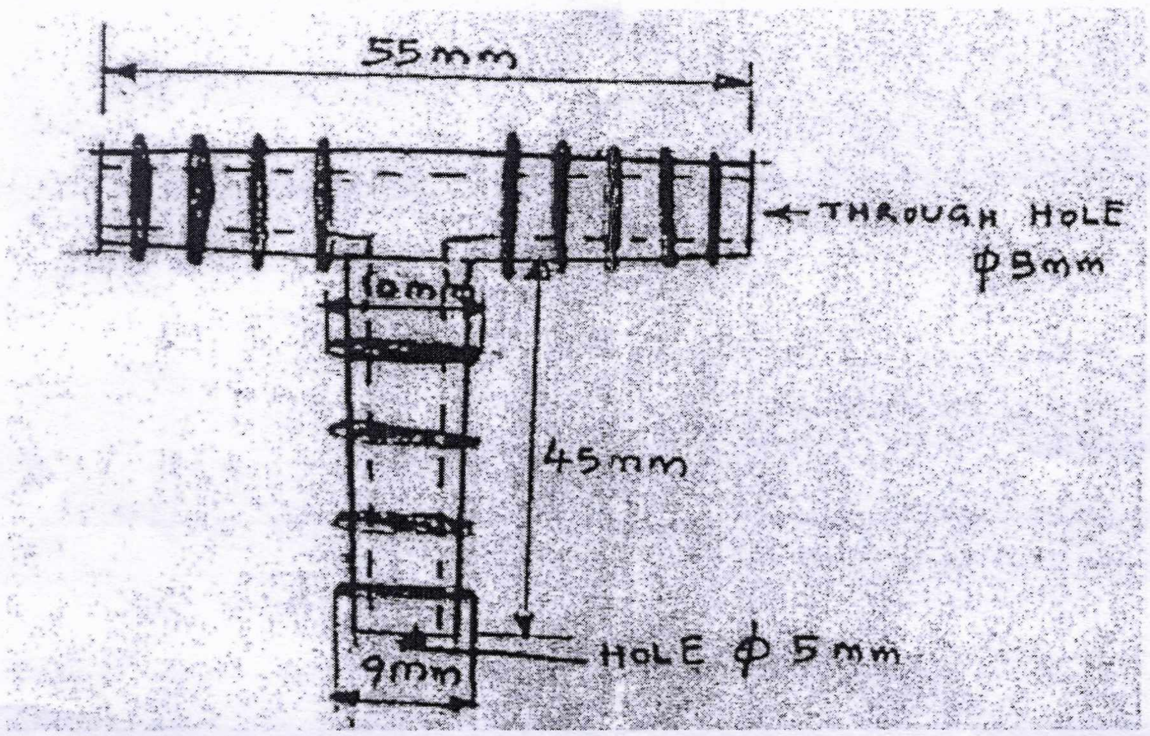
The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.	Yours faithfully, For **BHARAT HEAVY ELECTRICALS LIMITED** KSaranya 23/08/19 MANAGER / PURCHASE (FOSSIL BOILERS) K. SARANYA Yours faithfully, Deputy Manager MM / Purchase / PSS BHEL, TRICHY - 620 014.

ANNEXURE

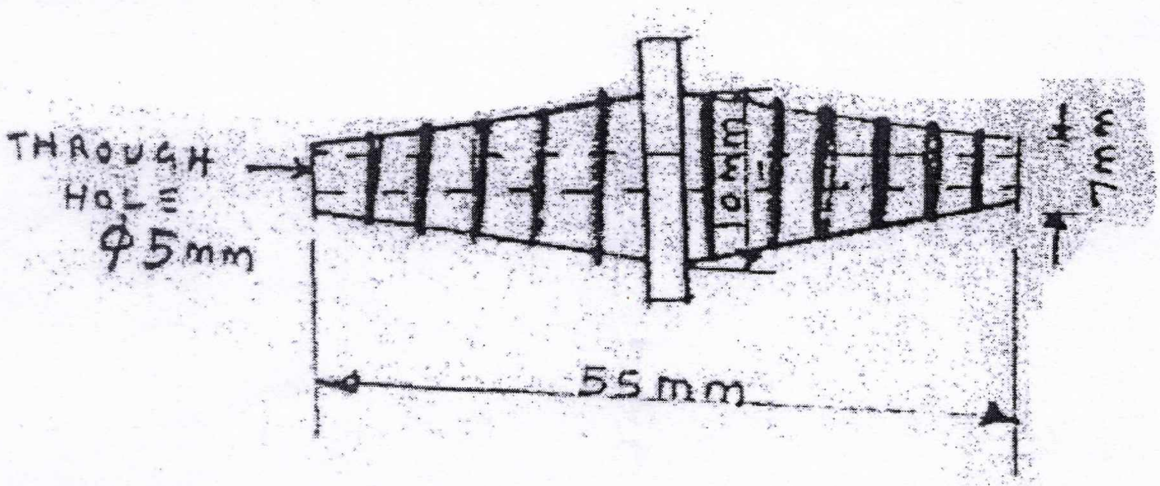
FIELD ENGINEERING SERVICES

PR.No. 125949413 Date 25/07/19

Drawing for Item Sl. No.10 PVC 'T' Connector



Drawing for Item Sl. No.20 PVC Straight Connector



Note:

Sample to be submitted along with offer.

MANISH KUMAR RAJ
Deputy Manager
Field Engineering Services (FB)
BHEL, TRICHY - 620 014

BHARAT HEAVEY ELECTRICALS LIMITED

(A GOVT.OF INDIA UNDERTAKING)

HIGH PRESSURE BOILER PLANT

TIRUCHIRAPPALLI-620 014

TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BID)

1. The tender will be operated on two part bid basis i.e. *(I). Techno-Commercial Bid & (II). Price Bid.* *Sample should be submitted along with Techno-Commercial Bid where sample is insisted in the Enquiry, if sample is not received for the Enquiry where BHEL is insisted, that offer will be summarily rejected. If sample is insisted in the enquiry, then the sample should be super scribed with the enquiry sl. no for identification and evaluation. Samples without the identification will not be considered and offer will be rejected*

2. Techno-Commercial Bid: Containing Technical details, specifications, commercial terms, delivery terms, delivery schedule, validity of offer, payment terms (except price details), GST Percentage, HSN Code, Acceptance for LD clause, etc. as per ANNEXURE-A **(submitted in your company letter head)** shall be put in a cover (1) and super scribed as "Techno-Commercial Bid" for Enquiry No: ....Dt: .... *Due Dt.:* ....

3. Price Bid: Containing the price details shall be put in a separate cover (2) and superscripted as "Price Bid "for Enquiry No: .... Dt.: .... *Due Dt.:* .... *as per ANNEXURE –B* **(submitted in your company letter head)**

4. You are requested to put the above two envelopes (Techno-Commercial Bid & Price Bid) inside a separate larger sealed envelope and this envelope shall be super scribed as "Techno-Commercial Bid and Price Bid" for Enquiry No: ....Dt.: ....*Due Dt.:* ....

Your Quotations should be sent to:

Tender opening cell/ MM,
Room No.26,
24 Building (Ground Floor),
Bharat Heavy Electricals Limited,
Tiruchirappalli - 620 014.

5. Tender should not be addressed to any individual's name but only by designation.

6. Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested; all amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall only be considered.

7. Please submit point wise compliance to our specifications, terms and conditions. **Otherwise it will be presumed that you are accepting BHEL's terms and conditions.**

8. Offer/s received after *due date* and time: *02:00 pm* will not be considered under any circumstances. Any techno commercial clarifications/request for tender due date extensions with valid acceptable reasons to be addressed to BHEL prior to 48 hours of tender due date. BHEL reserves the rights to extend the due date as per their discretion.

9. Validity of quoted rates should be maintained for 90 days from the date of Tender opening for ordering (Technical Bid). The quoted/Finalized rates shall be Firm till completion of the supplies.

10. The rates are to be quoted on F.O.R. destination basis (Inclusive of Packing, Forwarding, and Freight and Transit Insurance charges to supplier account). ***All the items should be supplied at our stores, BHEL / TRICHY-14 at your own cost. Offers with any other delivery conditions will be rejected.***

IMPORTANT NOTE: (I) *Delivery condition like Ex-works / Ex-godown / Transportation of materials through transport carriers from your works up to the transport carrier's office at Tiruchy and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us)*

11. Unloading at BHEL Site has to be done by the suppliers and BHEL will not be in a position to provide any handling/ unloading facilities.

12. Payment Terms (Indigenous)

Payment term is 100% direct payment **after 60 days** from the date of receipt and acceptance of materials.
Any deviation in the above payment terms, any other conditions in Payment terms or any other payment terms will not be accepted.

13. Liquidated Damages / Penalty:

Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.

Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).

14. If Guarantee / Warranty period is applicable as per tender specification, no deviation permitted and **deviated offers are liable for rejection.**

15. IMPORTANT NOTE: BHEL WILL CONSIDER THE RANKING AFTER THE LOADING IS APPLIED AS REFFERED ABOVE WHEREVER DEVIATIONS ARE OBSERVED.

16. No revision of prices will be entertained at any circumstances after tenders are opened.

17. GST:

For supplies after implementation of GST i.e. after 30.06.2017, the following conditions will apply and supplier shall fully comply to the below points.

Indigenous suppliers:

I. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly mention in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.

II. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

III. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

IV. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.

V. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.

VI. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

VII. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

VIII. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

18. On the due date of tender opening, only the technical bids will be opened. Technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. The price bids of techno-commercially suitable bidders will be opened at a later date with prior intimation to respective suitable bidders.

19. Ranking L-1, L-2 etc. shall be done generally on each individual items for the techno-commercially acceptable offers on landed cost to BHEL, Trichy basis and BHEL reserves the right to place order for individual items with different vendors. At special circumstance ranking shall be done on compatible basis which will be indicated through Enquiry special instruction General Notes.

20. BHEL reserves the right to increase or decrease the tender quantity and split up the tender quantity among more than one vendor at the lowest acceptable price to BHEL and place order accordingly in any proportion at our own discretion.

21. Lowest price received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves the right not to consider the same. The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.

22. BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons.

23. PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

24. RISK PURCHASE: Alternatively, the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the previous supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefore. The new supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in our LD clause.

25. The Tender Due date falling on public holiday due to any circumstances, the tender will be opened on next working day.

26. Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted by purchaser in written will not be applicable to the contract.

27. VENDORS CURRENTLY NOT REGISTER WITH BHEL TRICHY & WISH TO PARTICIPATE TO IN THIS ENQUIRY SHOULD FURNISH THE FOLLOWING DOCUMENTRY PROOF / INFORMATION ALONG WITH OFFER.

a) Complete postal address with Pin Code.

b) Contact Person /s , Phone No, Mobile No, FAX No, Email ID etc.

c) Copy of statutory documents – VAT / TIN / EXICISE REGISTRATION / SERVICE TAX REGISTRATION / GST REGISTRATION etc

28. Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:

i. Payments for MSE Indigenous vendors will be as MSMED Act, 2006.

ii. 25% of the tendered quantity is earmarked for MSE Vendors (**Manufacturers only and not for the Traders/Dealers of Service Category - Vide Office Memorandum circular of Micro, Small & Medium Enterprises, Clause – i, dt: 09.02.17**) in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.

iii. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.

iv. Out of the 25% tendered quantity reserved for MSE suppliers, 3% shall be earmarked for procurement from MSE owned by women entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked MSE owned by women entrepreneurs shall be met with other MSE enterprise/s.

v) In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

iv) MSE Category Vendors Should Submit the Udyog Aadhaar Memorandum(UAM) And Latest CA Certificate Along with the Offer.

v) 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. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

vi) In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.

vii) 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 tendered items 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.

29. For verification of data submitted towards evaluation of bidder's capability, BHEL may decide to visit the bidder(s) works. Any fact found deviating from submitted data shall make the bidder liable to be disqualified.

30. In the event of more than one vendor becoming L1 for any of the item / items, the enquiry quantity for those item / items will be shared equally among all the L1 vendors.

31. The correspondence between the bidder and BHEL through email is considered as valid document Legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

32. Any corrigendum related to the enquiry will be hosted in the BHEL website only, Bidders should visit the website(s) to keep themselves updated.

33. The Enquiry Number and Due Date which is super scribed on the outer cover of "Techno-Commercial Bid and Price Bid" should be same as per our enquiry number and due date, otherwise BHEL will not be considered that offer for opening and further process.

34. Delivery goods/ items should be securely and suitably packed to avoid transit damages.

35.Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

<u>**Tender terms for GST in line with new GST Return System:**</u>

For supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier shall fully comply to the below points.

<u>**Indigenous suppliers:**</u>

1. *Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.*

2. *Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no*

etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

3. *All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).*

4. ***Invoices** will be processed only upon completion of statutory requirement and further subject to following:*
    a. *Vendor declaring such invoice in Form GST ANX-1*
    b. *Receipt of Goods or Services and Tax invoice by BHEL*

5. *As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL.Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).*

6. *In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.*

7. *In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor*

8. *In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.*

9. *Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.*

10. *Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.*

11. *GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.*

36. COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIER (TO BE SUBMITTED IN COVER NO: 1). The techno- commercial terms both in the offer and our enclosed format (clause 36) should be same and if any deviation/s in between the offers and enclosed format (clause 36) is found, the commercial terms as per our enclosed format will only be considered.

ANNEXURE –A

COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIERS (SUBMITTED IN COVER NO: 1)

SL NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION/DEVIATION (STRIKE OUT WHICHEVER IS NOT APPLICABLE)
1	VALIDITY	90 Days from Date of technical bid opening	NON DEVIATABLE
2	PRICE QUOTED SHOULD BE INCLUSIVE OF PACKING & FORWARDING ,FRIGHT & INSURANCE	FOR-DESTINATION BHEL STORES TRICHY -620014	NON DEVIATABLE
3	GST PERCENTAGE	CGST	EXTRA ______ %
		SGST	EXTRA ______ %
		IGST	EXTRA ______ %
4	HSN CODE	SUPPLIER HAS TO MENTION	
5	DEIVERY SCHEDULE	AS PER TENDER SCHEDULE	
6	PAYMENT TERMS	As per **Clause 12** of Terms and Conditions of the Enquiry (Two Part Bid)	NON DEVIATABLE
7	LD CLAUSE	As per **Clause 13** of Terms and Conditions of the Enquiry (Two Part Bid)	NON DEVIATABLE
8	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	TO BE FILLED BY VENDOR COMPULSORY
9	GUARANTEE / WARRANTY	REQUIRED/ ~~NOT REQUIRED~~	
10	TEST CERTIFICATE	REQUIRED/ ~~NOT REQUIRED~~	
11	SAMPLE	REQUIRED/ ~~NOT REQUIRED~~	
12	**UAM CERTIFICATE**	To be attached	ATTACHED / NOT ATTACHED

Vendors Seal & Signature

ANNEXURE –B

PRICE BID FORMAT OF ALL QUOTED ITEMS, IF ANY ITEM YOUR ARE NOT QUOTED SIMPLY YOU SHOULD MENTION AS "NOT QUOTED" AGAINST THAT ENQ SL NO. (SUBMITTED IN SEPARATE COVER NO: 2)

ENQ SL NO	BHEL SPECIFICATIONS	VENDOR SPECIFICATIONS	UOM	QUANTITY	BASIC PRICE IN RS
10					

Vendors Seal & Signature

Annexure - I

Certificate by Chartered Accountant on letter head

This is to Certify that M/s ....,
(herein-after referred to as 'company') having its registered office at
.... is registered under MSMED Act 2006, (Udyog Aadhaar Memorandum .... dtd..........................
Category: .... (Micro/Small)). (Copy enclosed).

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

1. **For Manufacturing Enterprises**: Investment in plant and machinery (i.e. original cost excluding land and building *and* the items specified by the Ministry of Small Scale Industries vide its notification No.8.0.1722(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 / 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