

 BHEL Tenders		Government eProcurement System			
Tender Details					
Date : 20-Feb-2021 09:47 AM					
 Print					
Basic Details					
Organisation Chain	Bharat Heavy Electricals Limited BHEL Trichy MM/SERVICES FB M and S Spares Cap Two Hundred and Sixty Six - 266				
Tender Reference Number	2682100001				
Tender ID	2020_BHEL_696_2				
Tender Type	Open Tender	Form of contract	Supply		
Tender Category	Works	No. of Covers	2		
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No		
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No		
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No		
Cover Details, No. Of Covers - 2					
Cover No	Cover	Document Type	Description		
1	Fee/ PreQual/ Technical	.pdf	Enquiry-pqc-specification		
		.pdf	ANNEXURE-III - ANNEXURE-B MII-PBG		
		.pdf	commercial-details-Vendors-to-fill		
2	Finance	.xls	PRICE BID		
Tender Fee Details, [Total Fee in ₹ * - 0.00]				EMD Fee Details	
Tender Fee in ₹	0.00			EMD Amount in ₹	0.00
Fee Payable To	Nil	Fee Payable At	Nil	EMD through BG/ ST or EMD Exemption Allowed	No
Tender Fee Exemption Allowed	No			EMD Fee Type	fixed
				EMD Percentage	NA
				EMD Payable To	Nil
				EMD Payable At	Nil
Click to view modification history					
Work / Item(s)					
Title	RECONDITIONING OF Y-AXIS				
Work Description	RECONDITIONING OF Y-AXIS LM RAILS AND GUIDE BLOCKS IN HMT DOUBLE COLUMN DRILLING AND MILLING MACHINE				
Pre Qualification Details	As per tender annexure-I				
Independent External Monitor/ Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Works	Sub category	SUPPLY PORTION AND ERECTION AND COMMISSIONING PORTION
Contract Type	Tender	Bid Validity(Days)	120		90

				Period Of Work (Days)	
Location	BHEL TRICHY	Pincode	620014	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	BHEL TRICHY
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	20-Feb-2021 11:00 AM	Bid Opening Date	03-Mar-2021 02:00 PM
Document Download / Sale Start Date	20-Feb-2021 11:00 AM	Document Download / Sale End Date	03-Mar-2021 10:00 AM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	20-Feb-2021 11:00 AM	Bid Submission End Date	03-Mar-2021 10:00 AM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Enquiry-pqc-specification	524.29	
	2	Tendernotice_2.pdf	commercial-details-Vendors-to-fill	536.20	
	3	Tendernotice_3.pdf	ANNEXURE-III-ANNEXURE-B MII-PBG	553.93	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	Enquiry-pqc-specification.pdf	Enquiry-pqc-specification	510.81
	2	BOQ	BOQ_658.xls	PRICE BID	281.50
	3	Additional Documents	commercial-details-Vendors-to-fill.pdf	commercial-details-Vendors-to-fill	522.51
	4	Other Document	ANNEXURE-III-ANNEXURE-B-PBG.pdf	ANNEXURE-III-ANNEXURE-B-PBG	540.47

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	subramanian.s@bhel.in	Subramanian Samiappan	SUBRAMANIAN S
2.	raeesa@bhel.in	RAEESA BANU	A Raeesa Banu
3.	a.anil@bhel.in	ANAGANDULA ANIL	ANAGANDULA ANIL
4.	epanneer@bhel.in	Panneerselvam E	E PANNEERSELVAM

Tender Inviting Authority

Name	SM/MM/CPSP,WC
Address	HPBP, 24, BLDG, TRICHY, TAMILNADU -620014

Tender Creator Details

Created By	Subramanian Samiappan
Designation	DY. ENGINEER
Created Date	18-Dec-2020 06:53 PM

TENDER DETAILS

<i>ENQUIRY No.</i>	2682100001	<i>ENQUIRY DATE</i>	18.02.2021
<i>DESCRIPTION</i>	RECONDITIONING OF Y-AXIS LM RAILS AND GUIDE BLOCKS IN HMT DOUBLE COLUMN DRILLING AND MILLING MACHINE	<i>DUE DATE</i>	02.03.2021

Item Sl. No.	Description	Unit	Quantity
10	<u>RC OF Y-AXIS LM GUIDE WAYS - Supply Portion</u> RECONDITIONING OF Y-AXIS LM RAILS AND GUIDE BLOCKS IN HMT DOUBLE COLUMN DRILLING AND MILLING MACHINE IN BLDG 123 as per the enclosed specification in Annexure-II	SET	1
20	<u>RC OF Y-AXIS LM GUIDE WAYS- E&C portion</u> RECONDITIONING OF Y-AXIS LM RAILS AND GUIDE BLOCKS IN HMT DOUBLE COLUMN DRILLING AND MILLING MACHINE IN BLDG 123 as per the enclosed specification in Annexure-II	AU	1

Important note: Price evaluation will be done on F.O.R BHEL Trichy cumulative basis

ATTACHMENTS:

Annexure-I: Part A - Pre-Qualification Criteria and Notes

Annexure-II: Part B - Specifications and scope of supply

Annexure-III - Terms and Conditions of the Enquiry

Commercial details: Vendors to fill and submit with Technical bid

Annexure-B - Local Content Declaration Form (Make in India)

PBG format (for L1 vendor only)

"LD clause has to be confirmed without fail."

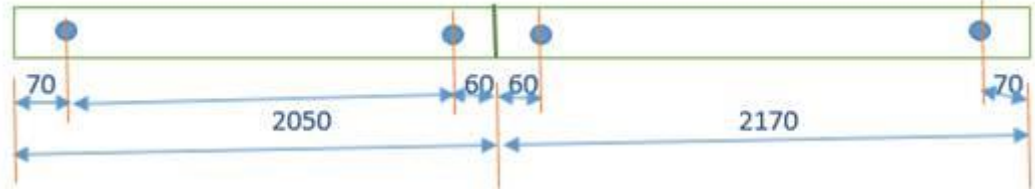
The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants /service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

ANNEXURE-II

PART B- RECONDITIONING OF Y-AXIS LM RAILS AND GUIDE BLOCKS IN HMT DOUBLE COLUMN DRILLING AND MILLING MACHINE IN BLDG 123
QTY: 1 SET

S.No	Description	Vendor to Specify/Confirm
1	Application	
1.1	The Y-axis movement in HMT-Y1682 Double column CNC drilling & Milling machine is guided on two LM guide rails with 6 LM guide blocks. <u>Machine details</u> Double column CNC drilling & Milling machine Make: HMT YOM: 2015 Y-axis Traverse: 3200mm Positioning Accuracy Y-axis:- $\pm 0.016\text{mm}$ Repeatability: $\pm 0.008\text{mm}$ Y-axis LM rails are high class accuracy rails with Pre-loaded blocks. Each Linear Motion Guide consists of 1 number High Class Accuracy Rail and 3 Preloaded Blocks. One number of LM guide blocks in each rail is damaged. The scope includes the dismantling of damaged LM guide rails, damaged LM guide blocks; retrofitting with new LM rails & guide blocks, Replacing damaged bellows for Y-axis. Prove out for smoother operation without vibrations /jerk, Geometric accuracy test for Y-axis, Laser calibration and adjusting gains values for Y-axis drive motor. Vendor to note & confirm	
2	Scope of Work	

S.No	Description	Vendor to Specify/Confirm
2.1	1.Dismantling of the compound slides comprising of Z-axis and spindle head assembly. 2. Dismantling of the damaged LM guide rails , LM guide blocks , Y-axis Bellows. 3.Installation of new LM guide rails, LM guide blocks & integration with Y axis drive ball screw units. 4. Mounting of the compound slides comprising of Z-axis and spindle head assembly. 5.Prove out of the retrofitted system for smoother operation of Y-axis unit without vibration /jerk. 6. Conducting Geometric accuracy test for Y-axis, Laser calibration and adjusting gains values for Y-axis drive motor. 7. Installation of new bellows with guides for protecting Y-axis guideways and ball screw assembly. Vendor to confirm & provide details	
3.0	Design Input	
3.1	The vendor should make #ON THE SPOT# study of BHEL requirement prior to quoting. The offer submitted without site study shall not be considered for technical evaluation. Vendor to confirm	
4.0	Specification of LM guide rails & LM guide block	
4.1	Details of Available LM guideways Model no-SVS55LR3SSHHC0+4220LHT-II GC Product : SVS 55 Brand : THK Each Linear Motion Guide consists of 1 number High Class Accuracy Rail and 3 Preloaded Blocks	
4.1.1	LM Rails details	
4.1.2	High Accuracy Grade rails for SVS 55 LM block Length of each rail 4220mm (2050 + 2170) Number of rails – 2 nos	

S.No	Description	Vendor to Specify/Confirm
	 Pitch of mounting holes- 120mm Distance from rail end to hole centre(G1=G2) -70mm Rail mounting bolt- M12 Note: Above dimensions provided are approximate for estimation purpose only.	
4.1.2	Metallic caps to be provided to cover the LM rail mounting holes helps prevent foreign material from entering the mounting holes and LM block	
4.1.3	LM Guide block details	
4.1.4	Model no- SVS55LR Total no of blocks- 6nos (3 nos in each rail) Preload- Medium Contamination protection- With end seal + side seal + inner seal +Laminated Contract Scraper (SSHH)	
4.2	Make of LM guideway - THK or equivalent in Thomson /SKF /INA /NSK/ Rexroth-STAR	
4.3	Equivalent mode quoted shall be 1 to 1 equivalent in mounting dimensions & function wise. Vendor to provide details / Attach catalogues	
4.4	New LM rail & guide blocks to be directly mounted on the machine without making any modification/alteration in machine. Vendor to confirm	
5.0	Bellows for Y-axis	
5.1	Cross beam mounted Horizontally hanging bellow for protecting Y-axis LM guideways & Ball screw assembly from coolant, chips & dust. Y-axis traverse- 3200mm, Cross beam length -5000mm	

S.No	Description	Vendor to Specify/Confirm
5.2	Details of Available Bellow 1. Material of construction : Coated fabric type 2. Min Expanded length: LHS- 3800mm, RHS- 3600mm 3. Max Compressed length: LHS- 700mm, RHS- 500mm 4. Stroke : 3200mm 5. Width : 900mm Vendor to note Note: Above dimensions provided are approximate for estimation purpose only.	
5.3	Vendor to specify the following details 1. Make of Bellows 2. Material of construction 3. Expanded length 4. Compressed length 5. Stroke 6. Width	
5.4	Bellows shall be properly supported and guided on rollers for smooth operation without any sagging. Vendor to confirm & provide the mounting details	
5.5	Suitable mounting & guiding arrangement for the bellows to be provided by the vendor. Vendor to confirm	
6.0	<i>Scope of Supply and Work by Vendor</i>	
6.1	LM guide rails with 3 number of preloaded LM blocks to be mounted on the machine cross beam suiting to the site requirement Qty: 2 sets, Bellows for Y-axis with suitable guide & support rollers : 1 set. Vendor to confirm	
6.2	Supply, Installation and Prove out of the retrofitted LM guide assembly & Bellows for Y-axis in HMT-Y1682 Double column CNC drilling & Milling machine in Bay 2 of Building -123, as per BHEL requirement and instructions. Conducting Geometric accuracy test for Y-axis, Laser calibration and adjusting gains values for Y-axis drive motor. The vendor to visit BHEL, Trichy to assess the site condition, before submission of the offer.	

S.No	Description	Vendor to Specify/Confirm
	Vendor to confirm	
7.0	GENERAL POINTS	
7.1	Supplier may visit the site and see the existing facility for complete understanding of our system requirements before submission of offer.	
7.2	Supplier shall quote for materials supply and erection work separately.	
7.3	General Arrangement Drawing of the LM guide assembly to be retrofitted & bellows shall be provided along the offer Vendor to provide details	
7.4	The successful vendor has to visit the site after placement of order, to ascertain the exact dimensions of the LM guide rail with mounting holes arrangement, Y-axis bellow arrangement and get drawing approval from BHEL Engineer within 2 weeks from the date of PO before manufacturing. Vendor to confirm	
7.5	Vendor to dismantle the existing system safely during erection and commissioning	
7.6	It is the responsibility of vendor to erect and commission the above system with sufficient manpower, tools & tackles and required fasteners, fittings. Vendor to confirm	
7.7	The entire retrofitting (i.e., dismantling, installation of the LM guide assembly & Bellows for Y-axis) is to be carried out by the vendor and is to be completed within 10 working days from the date of handing over of the site to the vendor by BHEL. Vendor to confirm	
7.8	BHEL WILL only supply consumables like power, water, oil, service air, welding rod, welding machine etc. and EOT crane, at free of cost required for erection and commissioning of the system, rest all are in vendor's scope. Vendor to note	

S.No	Description	Vendor to Specify/Confirm
7.9	Vendor to bring necessary Instruments & Gauges for Conducting Geometric accuracy test for Y-axis, Laser calibration and adjusting gains values for Y-axis drive motor.	
8.0	Test and Prove out The retrofitted system after installation in the cross beam of the HMT-Y1682 Double column CNC drilling & Milling machine will be checked for continuous operation for minimum 15 days of regular production. During the mentioned Prove out periods there should not be any vibrations /jerk in the Y-axis operation. Vendor to conduct Geometric accuracy test for Y-axis, Laser calibration and adjusting gains values for Y-axis drive motor and provide test reports Vendor to confirm	
9.0	Pre-despatch inspection The complete set of LM guideway with OEM Pre dispatch inspection certificates & complete set bellows for Y-axis shall be provided for inspection at vendors work for checking & giving despatch clearance before receipt at BHEL.	
10.0	Test certificates /Catalogues 1.Catalogues /technical datasheet of the LM rail, LM guide blocks & Y-axis bellows to be provided. 2.Pre dispatch certificate from OEM for LM rail, LM guide blocks & Y-axis bellows along with supply. Vendor to confirm & provide details	
11.0	Technical offer The technical offer shall include the following: 1. Complete Scope of Supply -LM guide rails with 3nos preloaded blocks - 2 sets , Bellows for Y-axis - 1 set with required fasteners and bolts required for installation -1 set. 2. Catalogues /technical datasheet of the LM rail, LM guide blocks & Y-axis bellows to be provided. 3. A schematic diagram showing the LM rail with mounting hole dimensions confirming to site requirement & associated details with salient dimensions shall be submitted. 4. Installation and Performance Prove-Out Details with breakup of action plan.	

S.No	Description	Vendor to Specify/Confirm
	The technical offer without above details will not be considered for evaluation. Vendor to confirm & provide details	
12.0	Perf. Bank Guarantee(PBG) 10% PBG to be submitted by vendor after placing order. Vendor to confirm	
13.0	Delivery Period a)The vendor shall submit the drawings for approval to BHEL within 2 weeks from the date of purchase order. b)The delivery Period has to be maximum of 12 Weeks from the date of drawing approval by BHEL. Vendor to confirm	
14.0	Packing Sea worthy & rigid packing for all items and other supplied items to avoid any damage/loss in transit. Vendor to confirm	
15.0	Warranty Warranty for retrofitting system shall be given for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier, against deficiency in performance and failure in materials and workmanship. Vendor to confirm	

ANNEXURE I

PART A: RECONDITIONING OF Y-AXIS LM RAILS AND GUIDE BLOCKS IN HMT DOUBLE COLUMN DRILLING AND MILLING MACHINE IN BLDG 123

SECTION- 1: Qualifying Criteria

The BIDDER has to compulsorily meet the Qualifying Criteria indicated in Section 1 to get qualified. Otherwise the technical offer will not be considered.

S.No	Description	Vendor to specify details
1.1	The BIDDER / VENDOR (OEM) shall have last five Years of Continuous Experience in Retrofitting/Commissioning of "similar items" (as on the initial date of tender opening). Vendor shall indicate the actual number of years of experience in the field.	
1.2	Similar Items means : (i) Only those vendors, who have Supplied, erected/retrofitted and commissioned LM guide blocks and rails of size 55 & above in CNC machines in the last five years. (ii) Performance certificate of such machines should be working satisfactorily for a minimum period of one year after completion of commissioning/retrofitting of the system shall be provided in last five years.	
1.3	Performance certificate as Original Certificate or E-mail directly from the customer may be submitted. The original certificate may be returned after verification by BHEL, if required.	
1.4	BHEL reserves the right to verify the information provided by the Vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected. BHEL reserves the right to accept or reject the OEMs based on the assessment of their technical and financial capability.	

SECTION - 2:

The BIDDER / VENDOR are requested to provide the following information:-

2.1	The BIDDER / VENDOR to furnish Reference List of Customers, with complete address, details of contact person, where Hydraulic machine has been supplied or retrofitted in the past.	
2.2	Specify details of LM rail & guide block to other units of BHEL, if any (Year of commissioning with details etc.	
2.3	Any Additional data to supplement the manufacturing capability of the BIDDER for the subject equipment.	
2.4	Financial standing through latest I.T.C.C, Annual report (balance sheet and Profit & Loss Account) of last 3 years.	

SECTION – 3:

The BIDDER to note:

3.1	The BIDDER / VENDOR shall submit the offer in TWO parts. 1. Technical Offer [with PART A & PART B] 2. Commercial Offer and Price bid.	
3.2	The Technical Offer shall contain complete details against all clauses of Technical Specifications given by BHEL.	
3.3	The Technical Offer shall be supported by copies of product Catalogues, Data Sheets and technical details of Bought- Out Items.	
3.4	The Commercial Offer (given with the Technical Offer) shall contain the Scope of Supply and the Un-Priced Part of the Price-Bid, for confirmation.	

A. VENDOR DETAILS

SL NO	DESCRIPTION	TO BE FILLED BY VENDOR
1	VENDOR NAME	
2	QUOTATION REFERENCE	
3	QUOTATION DATE	
4	TELE, MOBILE NO	
5	FIRM MAIL ID	
6	CONTACT PERSON	
7	OFFICE ADDRESS	
8	ORDER TO BE PLACED ON (FIRM NAME & ADDRESS)	
9	ORIGIN OF DISPATCH	
10	PAN NO	
11	GSTIN NO	

Vendor Seal /Sign

COMMERCIAL TERMS

SL NO	DESCRIPTION	Option	To be filled by Vendor
1	DELIVERY TERM : F.O.R BHEL STORES, TRICHY (mandatory)	ACCEPTED / NOT ACCEPTED	
2A	Payment Terms for Supply : 80% Payment after receipt and acceptance of material. Balance 20% within 45-90 days after receipt, acceptance and commissioning of supply material against submission of PBG 10% order value.	ACCEPTED / NOT ACCEPTED	
2B	Payment Terms for service : 100% payment on successful completion of E&C and service sheet certificate provided by the user.		
3	PBG (10% ORDER VALUE) is to be provided by the vendor for the warranty period of 12 months and additionally 3 months for claiming period (PBG format is attached)		
4	DELIVERY PERIOD from PO date	DAYS / WEEKS	
5	E&C PERIOD from PO date	DAYS / WEEKS	
6	VALIDITY : 120 days minimum from techno commercial bid opening.	ACCEPTED / NOT ACCEPTED	
7	LD CLAUSE : MANDATORY ACCEPTANCE	ACCEPTED / NOT ACCEPTED	
8	RISK PURCHASE :MANDATORY ACCEPTANCE	ACCEPTED / NOT ACCEPTED	
9	FIRM PRICE : The quoted / finalised rates shall be Firm till execution of the supplies.	ACCEPTED / NOT ACCEPTED	
10	GUARANTEE / WARRANTY Period :	ACCEPTED / NOT ACCEPTED	
11	HSN CODE for all the items (mandatory)	QUOTED / NOT QUOTED	
12	MSE VENDOR (for indigenous suppliers only)	YES / NO	
13	If MSE VENODR (Manufacture only eligible for MSE benefit)	MANUFACTURER / TRADER	
14	PROOF FOR MSE VENODRS - UDYAM REGISTRATION CERTIFICATE IS TO BE SUBMITTED	ATTACHED / NOT ATTACHED	
15	I have thoroughly gone through the technical specifications, PQC & Annexure A and understood the above techno commercial requirements and quoted accordingly.	Accepted Unconditionally / Accepted with Deviation (Deviation to be mentioned)	

Note: This tender price evaluation will be done on cumulative basis for F.O.R BHEL Trichy.

Vendor Seal /Sign

Annexure-III

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVT.OF INDIA UNDERTAKING)

HIGH PRESSURE BOILER PLANT

TIRUCHIRAPPALLI-620 014

TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BIDS)

1.	The tender will be operated on Two part bids basis i.e. Part I -Techno-Commercial Bid & Part II- Price Bid in NIC PORTAL (https://eprocurebhel.co.in) ONLY.
2.	Part-I Techno-Commercial Bid : It contains Technical details, specifications, commercial terms and conditions Taxes, delivery terms, delivery schedule, validity of offer, payment terms (except price details), acceptance for LD clause, RP clause etc. as per ANNEXURE-III
3.	Part-II Price Bid : It contains the input form for quoting price for all the enquired items in NIC (https://eprocurebhel.co.in). Price evaluation will be done on CUMULATIVE BASIS on F.O.R BHEL Trichy .
4.	This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time given in RFQ through NIC (https://eprocurebhel.co.in) only.
5.	Tender should not be addressed to any individual's name / designation.
6.	Attached documents/tenders should be free from CORRECTION AND ERASURES. Any correction in any attached document should have been attested. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to 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
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. Please ensure that all terms & conditions are filled. Commercial terms agreed in Part-1 Techno commercial Bid table of NIC portal is final, anywhere else mentioned will not be considered.
8.	Offer(s) received after due date and time as mentioned in EPS portal will not be considered under any circumstances.
9.	If the due date of tender opening happens to be a holiday, those tenders will be opened on future working day for which corrigendum will be issued.
10.	Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder
11.	The bidder shall submit his response through bid submission to the tender on EPS website at https://eprocurebhel.co.in The bidder would be required to register on the EPS website at https://eprocurebhel.co.in and submit their bids online. SEAL OVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED

12.	Normally offer to be submitted within due date only. Any tender due extension request to be given on or before 48hrs of due date & time
13.	Validity of quoted rates should be maintained minimum for 120 days from the date of Tender opening for ordering (Technical Bid). The quoted/Finalized rates shall be Firm till completion of the supplies
14.	For Indigenous Bidders The rates are to be quoted on F.O.R. BHEL TRICHY STORES / BHEL THIRUMAYAM STORES (Refer Enquiry for delivery locations) basis ONLY which includes Packing & Forwarding charges, Freight & Insurance charges. All the items should be supplied at our STORES, BHEL –TRICHY / THIRUMAYAM (wherever applicable) at your own cost. Offers with any other delivery conditions is not acceptable. IMPORTANT NOTE: Delivery condition like Ex-works / Ex-godown / Transportation of materials through transport carriers from your works up to the transport carrier's office at TRICHY OR THIRUMAYAM wherever applicable and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us).
15.	Payment Terms 1). For Indigenous (Non-MSE) Bidders: ○ Payment Terms for Supply: 80% Payment after receipt and acceptance of material. Balance 20% within 45-90 days after receipt, acceptance and commissioning of supply material against submission of PBG 10% order value at BHEL TRICHY or THIRUMAYAM STORES wherever applicable”. ○ Payment Terms for service: 100% payment on successful completion of E&C and service sheet certificate provided by the user. ○ Any deviation in the above payment terms, any other conditions in payment terms or any other Payment Terms may not be accepted and offer may not be considered. ○ The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Challan should be submitted along with the original bills routed through bank or submitted directly to BHEL. For MSE vendors as per the MSE norms.
16.	PERFORMANCE BANK GUARANTEE (PBG) ○ PBG (10% ORDER VALUE) is to be provided by the vendor for the warranty period of 12 months and additionally 3 months for claiming period (PBG format is attached)
17.	Liquidated Damages / Penalty: - The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in ‘Supply’ and/or ‘E&C’ (E&C wherever if applicable) will be applicable to the delays attributed to vendor. LD will be considered separately for ‘Delivery’ and ‘E&C’ (E&C wherever if applicable). Where the seller supplies or dispatches the goods, beyond the delivery period Liquidated damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value. ** In case of single delivery date, Order should be completed 100% for processing the bill, otherwise LD will be calculated based on Total PO Value restricted to Max % as mentioned in the PO Condition column Material Despatched after Due date: Once the delivery due date is crossed, bills have to be clubbed till final despatch and forwarded for processing of payment as a single bunch. LD percentage will be calculated from Delivery due date to final despatch date. The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). Penalty on delay in ‘Supply’ and/or ‘E&C’ will be applicable to the delays attributed to vendor. Penalty will be considered separately for ‘Supply’ and ‘E&C’. The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

	The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). Maximum penalty for delay in Supply and E&C together shall be limited to 10% of total PO value (Supply + E&C). For staggered delivery schedule (if BHEL accepts), LD shall be 0.5% of the undelivered portion per week of the delay 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).
18.	<u>RISK PURCHASE:</u> 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 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. Risk Purchase clause will be applicable. Deviated offers with non-acceptance of Risk Purchase clause will lead to rejection of offer.
19.	<u>PREFERENTIAL DELIVERY:</u> (Applicable in the case of BHEL's Enquiry specifies Preferential Delivery in the Special Instructions) It should be noted if a contract is placed on a higher tendered as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R destination, including all elements of freights, Sales tax, duties and other incidents, incidental in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract, such difference amount in addition to penalty at the rate mentioned in our LD clause.
20.	<u>Make in India:</u> i) Offers from Foreign vendors will not be considered. Offers of local vendors with less than the minimum local content as prescribed in this Tender will also not be considered. In the absence of any such information in the tender, the required minimum local content shall be 20%. ii) For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017, 28.05.2018 & 04.06.2020 issued by DPIIT 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. iii) 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. iv) Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%. v) "For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local Supplier/ Non-Local supplier and purchase preference to Class I local supplier, as defined in Public Procurement (Preference to make in India), Order 2017 dated 04.06.2020 issued by DPIIT. vi) In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of This NIT, but before opening of part-II bids against his NIT" vii) For more details, pls. refer the 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. viii) Self-Declaration format as per Annexure-B shall be submitted along with part-1 tender document
21.	BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / Units
22.	If Guarantee / Warranty period is applicable as per tender specification, No deviation is permitted and deviated offers are liable for rejection
23.	Supplier has to ensure quoting of price very carefully in EPS PORTAL to avoid any discrepancies
24.	While quoting price, it will be ensured that all terms & conditions as per GST act is followed.

25.	<u>TAXES AND DUTIES:</u> GST IN no, HSN CODE, GST rate for each items are to be quoted
26.	On the due date of tender opening, the technical bids will be opened . Bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points
27.	After tender opening Technical scrutinisation of the offers will be done.
28.	Bidders has to meet our technical specification and PQC is essential for consideration of their offer.
29.	Tender evaluation will be carried out on the basis of Technical Specifications and Commercial Terms and Conditions specified in the tender documents and changes thereof (if any) will be communicated to all bidders
30.	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.
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. If any discrepancies found in the Techno-commercial bid and price bid, the final terms will be finalised after clarification sought through mail/EPG portal by BHEL will be considered.
32.	<u>Cost Evaluation:</u> Evaluation will be done on the basis of "Landed cost to BHEL TRICHY STORES or THIRUMAYAM wherever applicable". BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed Ranking (L-1, L-2 etc.) will be done only for the Techno-Commercially acceptable offers. Normally 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. The evaluation currency for this tender shall be INR
33.	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.
34.	If the quoted prices by the L1 suitable vendors for net cash out flow to BHEL is same and quantity splitting is not feasible, in such case revised price bid may be asked from those respective suppliers for the respective item/items. (Wherever, if applicable)
35.	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
36.	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. (Wherever if applicable)
37.	BHEL reserves the right to negotiate or re-float the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons. (Wherever if applicable).
38.	<u>IMPORTANT NOTE:</u> BHEL will consider the ranking after the loading is applied as referred above wherever deviations observed in Payment Terms & LD clause.
39.	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

40.	<u>Special Provisions for Micro and Small Enterprises (MSE)</u> The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government. 25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women (Such enterprise will have to submit relevant document for proof of women ownership) (Note: vendor need to go through General Note of tender condition also for any special instruction & deviation from above.) 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. <u>UDYAM Registration</u> As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME regarding change in definition of Micro, Small & Medium Enterprises (MSMEs) applicable w.e.f. 01.07.2020, you are hereby requested to obtain 'UDYAM Registration' and submit the same. Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there, vendor on their own interest may submit all the relevant documents as stated above before tender opening. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. " Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories: (a) Enterprises owned by Scheduled Castes. (b) Enterprises owned by Scheduled Tribes. (c) Enterprises owned by Women (d) Enterprises owned by other than above two categories The enterprises under (a), (b) & (c) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category or women (Such enterprise will have to submit relevant document for proof of SC/ST or women ownership category) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.) If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier. Note: Wherever for splitting of order, if splitted quantity comes out <1, the splitting of order will not be feasible. (For MSE vendors). Further updates or any changes will be taken decision according to MSE procurement policy. Traders will be excluded from the above MSE benefit as per MSE public procurement policy. In order to get MSE benefit, MSE supplier will have to submit the UDAYAM RIGESTRATION CERTIFICATE and will be considered after updating in BHEL. Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2006 subject to fulfilment of above procedure.
41.	Equipment will be inspected and proved at vendor's works prior to dispatch, if applicable as per tender condition. However final inspection and acceptance of equipment will be after installation at BHEL, TRICHY or THIRUMAYAM wherever applicable
42.	<u>PACKING AND MARKING:</u> The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. (Wherever if applicable).
43.	Erection / commissioning charges , if applicable as per tender condition will be clearly mentioned in the offer or else confirmation that Erection / commissioning shall be done at free of cost is available in the offer

44.	Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, TRICHY or THIRUMAYAM basis
45.	The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost
46.	In case of any short shipment in the main equipment / spares, where separate rates are not available in the contract, the customs duty levied on such supplies, shall be borne by the supplier / Indian agent. (For import supplies)
47.	ARBITRATION: All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL Trichy and Vendor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and conciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirappalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Vendor shall continue to do the work as per terms & conditions of Contract. Any dispute arising out of or in connection with this Agreement shall be finally settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 as may be amended from time to time. Executive Director / BHEL, Trichy – 620 014 or his authorized representative shall be the Sole Arbitrator and his decision shall be final and binding on both the parties. The place of arbitration shall be Tiruchirappalli, and the language shall be English. The courts at Tiruchirappalli shall have exclusive jurisdiction on any dispute arising out of or in connection with this Agreement, if intervention of court is warranted, subject to the arbitration provided above.
48.	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
49.	IN THE EVENT OF FORCE MAJEURE: i) Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD. ii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. iii) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. iv) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs
50.	In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website http://www.bhel.com .
51.	The offers of the bidders who are under suspension as also the offers 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 .
52.	The quality of the supplies should strictly conform to Technical specifications applicable for the item. The offer should specifically confirm this

53.	If any quality problem is pointed out by any BHEL unit w.r.t. supplied material, the same shall be settled and corrected immediately with the concerned BHEL unit, by the supplier. If the material cannot be accepted by BHEL, supplier has to replace the material with no extra cost. Collection of rejected material will be sole responsibility of the supplier. If there is any failure by the supplier to settle such quality problems, the matter will be considered very seriously and appropriate penal action may be initiated against the respective supplier
54.	Bidders have to confirm that, whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.
55.	BHEL shall be at liberty to accept any tender, part or in full, at their discretion without giving any reason
56.	Unloading at BHEL Unit / Site has to be done by the SUPPLIERS only. BHEL will not be in a position to provide any handling / unloading facilities.
57.	The supplier shall arrange for securely protecting and packing the material to avoid loss or damages during transit.
58.	There is no minimum quantity for placement of purchase order.
59.	BHEL shall be at liberty to cancel the requirement as per tender partially or fully at any stage, without giving any reasons partially or fully.
60.	In case of receipt of order vendor will need to send consignment/material as indicated in PO. In case of dispatch by courier/ Lorry kindly put/paste the Delivery challan (extra copy) on the top of packed consignment box & another copy of DC inside the box. Consignment should be forwarded to the PO consignee address only along with extra/Xerox copy of invoice (wherever applicable). It should be supported with Delivery challan copy. (Kindly do not forward any consignment to purchase dept. or do not address the consignment to the name of any official)
61.	Vendor's confirmation for any terms & conditions should be uniform throughout the offer. In case any discrepancies is found in the quoted terms & conditions & Vendor's own format of quotation BHEL reserves the right to consider terms mentioned in Annexure-III
62.	Vendor may View Bill Status in www.bheltry.co.in -> materials management systems -> login id - Vendor Code and Password
63.	<u>For the New vendors-</u> In case of ordering bills against the PO shall be processed only on receipt of the following: - Send the hard copy of EFT Format (will be informed at the time of PO) duly filled-in in a Single Page with all the certification formalities by you & your bankers - One Cancelled cheque of your account (from the concerned bank) must be sent. - The Vendor's code as per PO & address must be as per billing address mentioned in PO.
64.	If winning bidder who gets the order are unable to login or still if you have any difficulty kindly let us know.
65.	<u>Authorization for participation in EPS portal through DSC: E-Tender.</u> <u>Participation requirements:</u> Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (https://eprocurebhel.co.in). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.

	<u>For foreign Principal</u> In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage http://www.cca.gov.in/cca/. <u>For Indian agent</u> In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.
66.	Since GST is implemented, the taxes & duties will prevail as per the government notification/ guidelines. Our Provisional GST registration no. 33AAACB4146P2ZL. However, it will be mandatory to confirm from BHEL for this mentioned GST no. Suppliers may quote their GST no with valid proof in the quotation. Also before quoting of tender it is suggested to consider all the factors before quoting the tender in line with GST guidelines for input tax credit to arrive ranking of quoted suppliers.
67.	<u>GST compliance for Indigenous suppliers:</u> - In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no 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 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. - All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). - 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. - All documents like Mill Test Certificate, LR copy, Guarantee/Warranty 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. - 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. - 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. - 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. - This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least 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. 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. - That 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/contractor along with interest levied/ leviable on BHEL.

68. Tender terms for GST in line with new GST Return System:

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.

Indigenous suppliers:

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:

Vendor declaring such invoice in Form GST ANX-1

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.*

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.

69.	<u>Imports and Input Tax Credit (ITC):</u> In GST regime, input tax credit of the integrated tax (IGST) and GST Compensation Cess shall be available to the importer and later to the recipients in the supply chain, however the credit of basic customs duty (BCD) would not be available. In order to avail ITC of IGST and GST Compensation Cess, an importer has to mandatorily declare GST Registration number (GSTIN) in the Bill of Entry. Provisional IDs issued by GSTN can be declared during the transition period. However, importers are advised to complete their registration process for GSTIN as ITC of IGST would be available based on GSTIN declared in the Bill of Entry. Input tax credit shall be availed by a registered person only if all the applicable particulars as prescribed in the Invoice Rules are contained in the said document, and the relevant information, as contained in the said document, is furnished in FORM GSTR-2 by such person. Customs EDI system would be interconnected with GSTN for validation of ITC. Further, Bill of Entry data in non-EDI locations would be digitized and used for validation of input tax credit provided by GSTN. Customs EDI system would be interconnected with GSTN for validation of ITC. Further, Bill of Entry data in non-EDI locations would be digitized and used for validation of input tax credit provided by GSTN. Note: In cases where imported goods are liable to Anti-Dumping Duty or Safeguard Duty, calculation of Anti-Dumping Duty or Safeguard duty would be as per the respective notification issued for levy of such duty. It is also clarified that value for calculation of IGST as well as Compensation Cess shall also include Anti-Dumping Duty amount and Safeguard duty amount
70.	Wherever Service is associated in the tender scope (For cases Service PO is released – Supplier has to pay GST for all charges including transportation, boarding etc.)
71.	Suppliers will have to fill& send the SRF (Supplier registration form) if applicable.
72.	BHEL reserve the right for asking sample / drawing approval / Pre-Dispatch Inspection before bulk supply of the materials (If required)
73.	GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred
74.	Pay procedure will be initiated after acceptance of full lot of material & final submission of Bill in line with PO instructions & conditions, GST regulations. Also Pay procedure will be initiated only if the GST return is filed against submitted invoice to BHEL.
75.	<u>BILL PROCESSING METHOD</u> "Supplier has to ensure the full quantity of material delivery within given PO delivery date to process the bill for payment. In case supplier fails to deliver full quantity within delivery date, bills received after PO delivery date will be processed after final despatch of the total pending supply. Further, bills will be clubbed and forwarded for payment processing as a single bunch".
76.	For more details please refer to Ref. NIT of BHEL's website http://www.bhel.com (tender notification page) or from the govt. tender website http://tender.gov.in (Public Sector Units Bharat Heavy Electricals Limited page) or CPP portal https://eprocure.gov.in/eprocure/app. <u>Important:</u> All updates, amendments, corrigendum etc., if any will be posted only on the above website as and when required. There will be no publication of the same through any other media.
77.	For any clarification you can contact to mpreja@bhel.in , subramanian.s@bhel.in Contact nos. 04312574750 / 04312577427

/ On Bidder's office letter pad /

Self-Declaration

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & order 04.06.2020 issued by DPIIT

I / We hereby declare that I / We are a “Local Supplier” meeting the requirement of minimum local content (..... %) defined in the above government notification for the goods against above mentioned enquiry Number.

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

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all the colored fields)

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We.....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. We..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....⁶

- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date)⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD