BHARAT HEAVY ELECTRICALS LIMITED
(A GOVT.OF INDIA UNDERTAKING)
HIGH PRESSURE BOILER PLANT

TIRUCHIRAPPALLI-620 014

Annexure-A

TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BIDS)

1.	Description of item/s, Quantity & Technical Specifications : As per Annexure-C of tender Enquiry.
2.	Delivery period: within 4 weeks from the date of Purchase order / LOI
3.	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.
	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-A.
	Part-II Price Bid : It contains the input form for quoting price for all the enquired items in NIC (https://eprocurebhel.co.in).
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 of the enquiry 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.	Annexure-B (Pre-Qualification Criteria), Annexure-C (Technical Specifications) and Annexure-D (Vendor details and Commercial terms) are to be mandatorily filled & signed by the bidder and to be uploaded in NIC portal (https://eprocurebhel.co.in) along with Technical Bid (Part 1 bid). **(Note: Vendor's confirmation for any terms & conditions should be uniform throughout the offer. Terms agreed in Part-1 Techno commercial Bid is final, Terms mentioned anywhere else by the bidder will not be considered)**
8.	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.
9.	Documents submitted with the offer shall be signed and stamped in **each page** by authorized representative of the bidder
10.	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. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED
11.	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
12.	**Validity** of quoted rates should be maintained minimum for **120 days** from the date of Tender opening (Technical Bid) for ordering. The quoted/Finalized rates shall be Firm till completion of the supplies.
13.	Indigenous suppliers shall quote their rates on **FOR-BHEL TRICHY STORES** basis ONLY with inclusive of all charges if any (like Packing & Forwarding charges, Freight & Insurance charges etc.). Quoted price should be exclusive of GST. Applicable GST percentage (additional to the quoted price) to be indicated in Part 1 techno-commercial bid. All the items should be supplied at our STORES, 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 and taking delivery of goods by BHEL from such office of transport carriers is **not acceptable** to us.

14.	Import Suppliers to quote their rates on CFR-Chennai basis only
15.	**Payment Terms** **1). For Indigenous (Non-MSE) Bidders:** ○ Payment term is "**100% direct EFT payment after 60 days from the date of receipt and acceptance (supply, installation & successful commissioning of the system, wherever if applicable) of materials** at BHEL STORES. ○ Any deviation in the above payment terms, any other conditions in payment terms or any other Payment Terms will not be accepted and offer will 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. **2) Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006.** **3) For Imports :** ○ BHEL Payment term is **100% payment on CAD basis after 60 days from the date of receipt of documents**, specified in PO, at BHEL bank. Respective bank charges to respective account. ○ If supplier insists for LC, only Usance **LC with 60 days credit** will be opened **one month** prior to material readiness, further loading will be considered @ **1.5%** on the offered value. Hence supplier shall intimate the material readiness accordingly for opening of LC. **LC validity period will be 90 days** and for any extension, applicable charges will be to supplier's account. ○ Any deviation in the above payment terms, any other conditions in payment terms or any other Payment Terms will not be accepted and offer will not be considered ○ If the LC payment is insisted, TWO sets of original TCs/ Compliance Certificate to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer may lead for rejection. **3). New Suppliers**: ○ For new suppliers not registered with BHEL Trichy for the product, payment shall be made **60 days** after receipt and acceptance of materials.
16.	**Liquidated Damages / Penalty: -** The delivery of the goods/E&C 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). For single delivery date: The rate of penalty for delayed Supply shall be @ 0.5% of total PO value (Supply + E&C) for per week of delay or part thereof 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% of total PO value (Supply + E&C) for per week of delay or part thereof 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). If the Material is 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. 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).
17.	**RISK PURCHASE:** BHEL at its 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 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 substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance. The value under Risk purchase clause shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)]

	Where, i. A= Value of Balance scope of Work/ Supply (*) as per rates of new contract ii. B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. iii. H = Overhead Factor shall be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). * Balance Scope of Work / Supply: Difference of Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount. **Note:** In case vendor fails to fulfil any of the PO / Contract obligations as per PO/Contract, PO/ contract shall be cancelled and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.
18.	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
19.	If **Guarantee / Warranty** period is applicable as per tender specification, No deviation is permitted and deviated offers are liable for rejection
20.	Supplier has to ensure quoting of price very carefully in EPS PORTAL to avoid any discrepancies
21.	Indigenous suppliers shall ensure while quoting price, that all terms & conditions as per GST act is followed.
22.	TAXES AND DUTIES : GST IN no, HSN CODE, GST rate for each items are to be quoted
23.	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
24.	Bidders has to meet our technical specification and PQC is essential for consideration of their offer.
25.	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
26.	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.
27.	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/EPS portal by BHEL will be considered.
28.	**Cost Evaluation:** Evaluation will be done on Cumulative Basis (combining all the items) and on the basis of "Landed cost to BHEL STORES"**.** Suppliers shall quote for all the items. If not quoted for all the items, offer is liable for rejection. BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed (in Payment Terms & LD clause). **The evaluation currency for this tender shall be INR**
29.	In case of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. Incase more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly; BHEL's decision in such situations shall be final and binding.
30.	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).
31.	**IMPORTANT NOTE:** BHEL will consider the ranking after the loading is applied as referred above wherever deviations observed in Payment Terms & LD clause.
32.	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the Enquiry/Annexure-A and which have not been specifically accepted in by purchaser will not be applicable to the contract
33.	**Special Provisions for Micro and Small Enterprises (MSE)** 1. 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. MSE suppliers can avail the intended benefits only if they submit along with the offer valid documents in proof of their MSE status.

	2. 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors should meet the tender requirements of BHEL. 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 vendor within the "L1+15% price band", the supply shall be shared proportionately till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier. 3. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. Apart from this 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs (Such enterprise will have to submit relevant document for proof of women ownership). 4. In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier. 5. Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%. 6. Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006. 7. If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable. 8. 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. **UDYAM Registration** 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.) 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.
34.	**PACKING AND MARKING**: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. (Wherever if applicable).
35.	Erection / commissioning (if applicable as per tender condition) charges , should be clearly mentioned in the offer or else confirmation by the supplier stating that Erection / commissioning will be done at free of cost should be available in the offer
36.	Any warranty replacement during warranty period shall be supplied free of charge on **FOR-BHEL STORES** basis.

37.	The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., if called for in the Technical Specification, in the required number of copies at no extra cost
38.	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**)
39.	**<u>ARBITRATION:</u>** I. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to the interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Trichy (the place from which the Contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of clause as above, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
	II. In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
40.	**<u>FRAUD PREVENTION POLICY:</u>** 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
41.	**<u>IN THE EVENT OF FORCE MAJEURE:</u>** 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
42.	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.
43.	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.
44.	The quality of the supplies should strictly conform to Technical specifications applicable for the item. The offer should specifically confirm this
45.	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
46.	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.
47.	BHEL shall be at liberty to accept any tender, part or in full, at their discretion without giving any reason
48.	The supplier shall arrange for securely protecting and packing the material to avoid loss or damages during transit.
49.	There is no minimum ordering quantity (MOQ) for placement of purchase order.
50.	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.
51.	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)**
52.	Vendor may View Bill Status in www.bheltry.co.in -> materials management systems - > login id - Vendor Code and Password
53.	<u>For New indigenous vendors</u>- In case of ordering bills against the PO shall be processed only on receipt of the following: a) 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 b) One Cancelled cheque of your account (from the concerned bank) must be sent. c) The Vendor's code as per PO & address must be as per billing address mentioned in PO.
54.	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.
55.	**<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.

For foreign Principal

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/.

For Indian agent

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.

56. 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.

57. **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.
58.	**<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**
59.	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.)
60.	BHEL reserve the right for asking sample / drawing approval / Pre-Dispatch Inspection before bulk supply of the materials (If required)
61.	GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred
62.	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.
63.	***<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".
64.	For more details please refer to Ref. NIT of BHEL's website **http://www.bhel.com** (tender notification page) or NIC portal (https://eprocurebhel.co.in). ***<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.
65.	For any clarification you can contact to *mpraja@bhel.in, govindaraj@bhel.in* Contact nos. **04312574750 / 04312574354**