ENQ.NO: 1901900152

Annexure A (Revised)

I) INSTRUCTIONS REGARDING BID SUBMISSION IN EPS PORTAL

Interested bidders / Vendors shall submit their offer through e-Procurement mode at https://bhel.abcprocure.com. Offers in any other mode will not be accepted. For Enterprise Procurement System (EPS) Bidders/Vendors are requested to follow these steps.

REQUIREMENTS
1. Computer with good Internet Connection (Minimum 256 kbps).
2. Operating System should be Windows Vista / Windows 7 and above.
3. Web Browsers: IE 9.0 (32-bit Browser only) & above, Mozilla Firefox up to version 51 (32 bit / 64 bit), Google Chrome 20.0 to 41.0
4. System Access with Administrator Rights
5. Digital Certificate: To participate in an e-Tender, you need to have a Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.

Steps for registration & bidding:
For registration & submitting bids, llow the link “Bidder manual for BHEL Bidders” in https://bhel.abcprocure.com.
In case of any assistance, please call the following Nos for support:
Contact: +91-79-40270549/560/590.

II) GENERAL CONDITIONS:

1) Bidders are requested to quote their offer price on F.O.R Destination (BHEL / TRICHY STORES-WARD 13) basis only (The basic price of the material quoted in the bid should be inclusive of Packing, Forwarding, freight and transit insurance, etc.,). **Ex-works offers will be summarily rejected without further clarification.**

2) No charges shall be indicated as “Lumpsum” or “Approximate” in absolute value. All charges like taxes and duties should be clearly specified as “percentage” of the quoted rates.

3) If GST is payable as extra to the quoted price should be specifically stated in quotations failing which the purchaser will not be liable for payment of GST. Our GST No. is **33AAACB4146P2ZL.**

4) Manufacturer’s name, trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.

5) Products with I.S.I. certification marks will be preferred.

6) The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept in Part or full without assigning any reason whatsoever.

7) The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

8) The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and abcprocure Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.

9. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

III) TERMS AND CONDITIONS OF THE ENQUIRY

1. Offers should have a validity of minimum 90 days from the date of technical bid opening.

2. The offer should be submitted in two parts (Part-I—Techno commercial Bid) and (Part-II—Price Bid) before the due date and time mentioned in EPS.

3. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected.

4. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders. If any difference is found in the terms in the Techno-commercial bid and price bid, the terms mentioned in the Techno-Commercial Bid will be considered.

5. Ranking: In the event of more than one vendor becoming L1 for any of the item / items, revised bid will be invited for arriving L1. Even after getting revised offer, if more than one vendor becomes L1, lot system will be operated for arriving final L1.

IMPORTANT NOTE:
BHEL will consider the ranking after the loading is applied as referred in the terms and conditions wherever deviations are observed."

6. Order sharing Ratio: 100% Quantity will be shared in the ratio of 70: 30 along with MSE Clause. (Please refer point No: 13 of this Annexure).

7. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price. BHEL reserves the right to increase or decrease the tender quantity.

8. The rates are to be quoted on F.O.R. destination basis only (Inclusive of Packing, Forwarding, and Freight and Transit Insurance charges to vendor account). Other delivery conditions like Ex-works / Ex-Godown/ Transportation of materials through transport carriers from your works up to the transport carrier's office at Tiruchy and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us and such offers will be summarily rejected.

9. Payment Terms (Indigenous):-

i) **"100% direct EFT Payment after 45 days from the date of receipt and acceptance of materials at BHEL SSTP Stores".**

ii) **Any deviation in the payment terms, any other conditions in payment terms or any other payment terms will not be accepted.**

10. Liquidated Damages (LD) clause.

Staggered delivery schedule
In case of staggered delivery schedule, if the Vendor fails to deliver the quantity of any line item of the P.O within the period specified in that line item, Purchaser shall deduct Liquidated Damages, 0.5% of the undelivered portion per week delay or part thereof subject to maximum of 10% of the total order value

Liquidated Damages (LD): (Any deviations shall attract loading to the extent of relaxation sought to which it is not agreed by the bidder at offered value).

11. RISK PURCHASE: Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the vendor 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 therefor. The vendor 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 LD clause above.

12.(A) GST DETAILS: (Existing terms valid upto 30.09.2019)

i) **Vendor should mention the Valid GST registration number and HSN/SAC code of the respective items of the Enquiry while submitting their quotation.**
ii) Vendor shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
iii) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
iv) A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
v) All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
vi) In case of discrepancy in the data uploaded by vendor 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 vendor of the same. Vendor 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 vendors, within the calendar month notified by BHEL.
vii) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
viii) Under GST regime, BHEL has to discharge GST liability on LD recovered from vendors/Vendors. Hence applicable GST shall also be recoverable from vendors/Vendors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

12 (B) Tender terms for GST in line with new GST Return System: (Effective from 01.10.2019)

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:

i) *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.*

ii) *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.*

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

iv) ***Invoices** will be processed only upon completion of statutory requirement and further subject to following:*

   a. *Vendor declaring such invoice in Form GST ANX-1*
   ~~b.~~ *Receipt of Goods or Services and Tax invoice by BHEL*

v) *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).*

vi) *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.*

vii) *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*

viii) *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.*

ix) *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.*

x) *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.*

xi) *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.*

13. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) BIDDERS:

i. 25% of the tendered quantity is earmarked for MSE vendors **(Manufacturers Only)** in this tender. **Trading Enterprises / services in MSE category are not eligible for Ordering**.

ii. Out of the 25% tendered quantity reserved for MSE vendors, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs and a minimum 3% reservation for women owned MSEs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs and 3% reservation for women owned MSEs shall be met with other MSE enterprise/s.

iii. Definition of MSE's owned by SC/ST:-

a) In case of Proprietary of MSE, proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit

c) In case of Private limited companies, atleast 51% share shall be held by SC/ST promoters.

iv) The earmarked 25% quantity will be counter offered to the MSE vendors whose rate is within L1+15% band. In case of more than one such MSE, the supply shall be shared proportionately subject to acceptance of L1 price by MSE vendor. **In case of non-acceptance of the counter offering of 25% reservation to MSE vendors, the total tender quantity will be ordered as mentioned in point No. (vi) of this Clause.**

v) If L1 is from a Micro / Small enterprise, the 25% earmarking provision is not applicable and order will be split in the ratio of 70:30 (between L1, L2 / L3 at matched L1 F.O.R rate in the order of commercial ranking). Counter offering of L1 rate will not be made with any H1 vendor of Non-MSE.

vi) If there is no response from MSE vendors, the above split up of **13 (i) & 13 (iv)** will not be applicable and the total tender quantity will be split and ordered in the ratio of 70:30 (between L1, L2 / L3 / L4 at matched L1 F.O.R rate in the order of commercial ranking. Counter offering of L1 rate will not be made with any H1 vendor of Non-MSE.

vii) In case of counter offering rate does not accepted by the L2 / L3 as well as L4 vendor, such counter offer quantity also will be ordered on L1 vendor.

viii) MSE vendor having any one of the following documents should be submitted for considering MSE category (details as per clause indicated on "Provision for MSE Bidders")

a) Valid MSE/NSIC certificate

b) EM II certificate (valid based on deemed validity of 5 years)

c) EM II certificate along with attest copy of CA certificate (ANNEXURE-I)

d) Udyog Aadhar memorandum along with attest copy of CA certificate (ANNEXURE-I) applicable for the relevant financial year (latest audited).

Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e- procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

ix) 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.

x) **Payment for MSE Indigenous suppliers will be as per MSME Act,2006.**

14 Any new supplier will be eligible for registration with BHEL as MSE supplier if they provide **Udyog Aadhar Memorandum (UAM)** (Details as per Annexure-II) along with **attested copy of CA certificate** (Details as per Annexure-I) applicable for the relevant financial year (latest audited), However credential of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause 13(i) at the time of tender evaluation.

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

16. The correspondences between the bidder and BHEL through email are 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.

17. Disclaimer Clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (abcprocure Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

18. Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. 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.

19. In case of any quality rejection of materials, the vendor has to collect the materials at his own cost within 10 days of rejection of advice. Otherwise the materials will be scrapped.

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

21. Bidders not confirming to the enquiry specifications will be disqualified.

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

23. No revision of prices will be entertained up to evaluation after technical bid of the tenders are opened.

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

25. 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.

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

27. 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.

28. ARBITRATION: All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL 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 reconciliation Act, 1996 of the Govt. of India and it's subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirapalli 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.

ANNEXURE-I

Certificate by Chartered Accountant on letter head

This is to Certify that M/S ...., (hereinafter referred to as 'company') having its registered office at .... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part–II) .... dtd:..........................., Category: .... (Micro/Small)). (Copy enclosed).

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
   Rs.............................Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
   Rs.............................Lacs

(Strike off whichever is not applicable)

The above investment of Rs............................Lacs is within permissible limit of Rs............................Lacs for ....Micro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is .... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

ANNEXURE-II

Online registration of Udyog Aadhar and providing benefit of Public Procurement Policy for MSE vendors

For ease of registration of Micro, Small and Medium Enterprises (MSMEs), Ministry of MSME has started Udyog Aadhar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs),Order 2012.

As per the Gazette notification dated 21.09.2015 of notification no. S.O. 2576(E) dated 18.09.2015 issued by Ministry of MSME regarding filing of Udyog Aadhaar by Mico, Small and Medium Enterprises. As per the notification, it is compulsory to register any new MSME on the Udyog Aadhaar portal.

Udyog Aadhaar portal is now operationalized and is available at http://udyogaadhaar.gov.in/ where MSME can file the Udyog Aadhaar. FAQ link of the same is available at http://udyogaadhaar.gov.in/UA/FAQ.aspx.

"………After the notification dated 18-09-2015, filing of EM-I/II by States/UTs should be discouraged and instead all efforts be made to popularize the filing of UAM on the portal created by Ministry of MSME i.e. http://udyogaadhaar.gov.in..."

"…It is clarified that once the UAM has been notified dated 18-09-15, there cannot be a different cut-off date announced for adopting UAM. However, in order to maintain continuity, the cases of EM-I/II filing under process till 18-09-2015 may be accepted…."

"….All other online/ offline systems of registration of MSMEs created and maintained by Central/State/UT Governments should cease to register new MSMEs forthwith. Such online platforms may be allowed to exist for the time being to enable access to useful legacy data for decision making. Henceforth, there should be only one system i.e. UAM for the registration of new MSME units….."

Hence, vide above gazette notification the registration of MSMEs is permitted based on the Udyog Aadhaar since filing of EM II may cease to exist for registering MSMEs in the near future.

This is for your kind information and needful please.