

HIGH PRESSURE BOILER PLANT
TIRUCHIRAPPALLI-620 014

TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BID)

1. The tender will be operated on two part bid basis i.e. (I).Techno-Commercial Bid & (II).Price Bid.
2. Techno-Commercial Bid: Containing 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 **shall be submitted in bid part-I** and super scribed as “TechnoCommercial Bid” for **Enquiry No: 2661700637 Dt: 20.11.2017 Due Dt.: 13.12.2017**
3. Price Bid: Containing the price details **shall be submitted in bid part-II** in EPS PORTAL
4. You are requested to submit offer within due date& time.
Offer is to be submitted in **TWO part bids system** (Technical bid + Price bid) in the E-Procurement portal. Scan copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal.
5. Any supporting documents should not be addressed to any individual's name but only by designation.
6. Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested; all amounts shall be indicated both in words as well as in figures.
 - a) If, in the price structure quoted for the required goods services works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (c) and (d) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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. Fill Up Annexure A. Please Ensure That All Terms & Conditions Should Be Indicated in The UnPriced Bid To Be Attached With The Techno-Commercial Bid Positively (ANNEXURE-A)
8. Offer/s received after due date and time **as mentioned in EPS portal** will not be considered under any circumstances.
9. **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.
10. The rates are to be quoted on **F.O.R. BHEL TRICHY STORES basis and including Packing & marking charges, Freight & Transit Insurance charges which are payable to supplier** .All the items should be supplied at our stores, BHEL / **TRICHY-14** at your own cost. Offers with any other delivery conditions is not acceptable.

IMPORTANT NOTE:

FOR Indian Bidders

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

▪ **For Foreign Bidders :** (For Mode of shipment by Sea.)

Bidders should submit their offer for CFR / Chennai Port basis with freight break up details

PORT OF LOADING SHOULD BE INDICATED WITHOUT FAIL.

CONTAINERIZED CARGO

For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost. In case of shipment through Containers on CFR basis, the BL should bear the endorsement that “14 free days for Container Detention is applicable”.

BREAKBULK CARGO

For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis.

The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.

Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to:

Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival Discrepancy in documents

Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port)

II) All the shipments for the contracts (POs) finalized on CFR/CPT -Chennai Port, CIF/CIP-Chennai Port, DDU/DDP Chennai Port basis

Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.

The detention/demurrage charges arises due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only. Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge will not be borne by BHEL.

The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are:

CIC	-	Container Imbalance Charges/Surcharges EIC
-		Equipment Imbalance Charge/Surcharges
CAF	-	Container/Currency Adjustment Factor
BAF	-	Bunker adjustment Factor
RDS	-	Rupee Depreciation Surcharge
CDS	-	Currency Depreciation Surcharge

AIR CARGO

FOB/(name of Loading) airport basis only.

Bidders should submit their offer for FOB/(name of Loading) airport basis only. Details of Gateway Airport with applicable Foreign Currency is attached in schedule-F.

11. Payment Terms (Indigenous)

Payment term is “100% direct EFT payment after 45 days from the date of receipt and acceptance (supply, installation & successful commissioning of the system, wherever if applicable) of materials at BHEL Stores”.

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 Chelan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department.

Any deviation in the above payment term will attract loading as mentioned below. “Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.

Payment other than credit payment will not be acceptable & will be rejected.

Offers of indigenous Suppliers with payment terms as LC / Advance Payment, Payment through bank etc. will be rejected.

Payment term for supply portion(For import supplies)

BHEL. Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

Any deviation in the above payment term will attract loading as mentioned below :

“Base rate of SBI (as applicable on the date of bid opening. Techno Commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.

If the LC payment is insisted, TWO sets of original TCs 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 is liable for rejection.

In the case of Usance LCs the loading will be considered @ 1.5% on the offered Value.

For LC at sight the loading will be considered @ 3.5% on the offered Value.

Offers with payment terms as Advance payment, CAD at sight and Confirmed LCs etc will be rejected.

Payment terms for Indian agent:

Indian Agency Commission ,if any, shall be clearly specified in the offer and the same will be paid in Indian Rupees against acceptance of the materials

12. 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 15% of total PO value (Supply + E&C).

For staggered delivery schedule, 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).

For the purpose of Imposing LD, the FOB delivery , **(CIF/CFR) delivery** (B/L date/ **test certificate date**) / **LWB dt** shall be considered

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

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

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

16. While quoting price it will be ensured that all terms& conditions as per GST act is followed.

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

18. Cost Evaluation

Evaluation will be done on the basis of "Total landed cost to BHEL Trichy".

For evaluation, the exchange rate (TT selling rate of SBI) on the date of Part-I bid opening shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous working day shall be considered.

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.

In the event of more than one vendor becoming L-1 for any of the item / items, the enquiry quantity for those item / items may be shared equally among all the L1 vendors.

19. 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.
20. 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).
21. BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons. (wherever if applicable).
22. **PACKING AND MARKING:** The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
23. **RISK PURCHASE:** Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the previous supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefore. The 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.

24. **PREFERENTIAL DELIVERY:**(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.
25. **GST CREDIT:** Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred.
26. Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted by purchaser in written will not be applicable to the contract.
27. 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,

20% of the tendered quantity is earmarked for MSE suppliers in this tender.

Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.

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.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II **certificate or Udyoug Aadhar No with due validity** along with attested copy of a CA certificate (Format enclosed at Annexure -V where deemed validity of EM II certificate of five years has expired) 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 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 price bid opening.

No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid 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 other than above two categories

The enterprises under (a) & (b) 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 (**Such enterprise will have to submit relevant document for proof of SC/ST 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 range of L1+15% range, 20% of quantity will be shared till quantity split is feasible & rest of 20% will be awarded to lowest quote of valid MSE supplier.**

28 . 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.

28 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.

30The 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 difference is found in the terms in the Techno-commercial bid and price bid, the terms mentioned in the Techno-Commercial Bid & clarification sought through mail acceptable by BHEL will be considered.

31Equipment 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.**

32Erection / 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.

33.Price shall be quoted item wise.

34Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, **TIRUCHIRAPALLI basis**

35 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.

36Part Shipment or Transshipment is not permissible (For import supplies)

36 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)

38 Indicate Nearest airport & sea port, Country of Origin .(For import supplies)

39 Vendors Meeting Our Pre-Qualification Criteria & Technical Specification Will Be Essential For Consideration Of Offer.

40For The Vendor Willing To Participate In Tender Opening, The authorised Representative can check online in EPS portal.

41After Technical Scrutinisisation Of The Offers, Price Bid Of Only Technically Qualified Vendors Will Be Opened With Prior Intimation.

42If The Due Date Of Tender Opening Happens to be a Holiday, Those Tenders Will Be Opened On Next Working Days

43.For any clarification you can contact to navanee@bheltry.co.in ,surajkumar@bheltry.co.in,

44This Tender Is Hosted Both In Bhel Website And In NIC, PSU Portal, And Any Corrigendum May Pl Be Viewed in BHEL's website <http://www.bhel.com> (Tender Notification page)

Govt. Tender website <http://tenders.gov.in> (Public sector units > Bharat Heavy Electricals Limited Page)

45 INDIAN AGENTS OF FOREIGN SUPPLIERS & DEALERS /TRADERS/DISTRIBUTORS OF OEM :

BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement

It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.

If the offer is submitted by Agents, duly signed agency agreement shall be submitted along with the offer in Techno-Commercial bid. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.

Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.

Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.

In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services will be checked by BHEL, before opening of price bids. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

The responsibility for successful execution of the contract lies with the OEM/ foreign principal.

Either the Indian agent or dealer/trader/distributor on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item in the same tender. If offer is received by both Indian agent or dealer/trader/distributor and Principal/OEM, then the offer from Principal/OEM only will be considered.

If an agent or dealer/trader/distributor submits bid on behalf of the Principal/OEM, the same agent or dealer/trader/distributor shall not submit bid on behalf of another Principal/OEM for the same item. If an agent or dealer/trader/distributor or submits bid on behalf of more than one Principal/OEM for a single item, his offer will be completely rejected for the concerned item.

If at any stage it is found that the OEM has appointed an agent who

- a. Is banned by BHEL OR
- b. is an employee of a banned agent or
- c. is found to be representing more than one OEM in the same tender the OEM(s) shall be disqualified

46. 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 reconciliation 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 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.

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 – 620 012 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 Tiruchirapalli, and the language shall be English. The courts at Tiruchirapalli 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.

47The quality of the supplies should strictly conform to Technical specifications applicable for the item. The offer should specifically confirm this.

48If 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.

49BHEL shall be at liberty to accept any tender, part or in full, at their discretion without giving any reason

50Unloading at BHEL Unit / Site has to be done by the suppliers and BHEL will not be in a position to provide any handling / unloading facilities.

51.The supplier shall arrange for securely protecting and packing the material to avoid loss or damages during transit.

52.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 before Price Bid Opening / Reverse Auction.

53.There is no minimum quantity for placement of purchase order.

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

55BHEL shall be at liberty to cancel the requirement as per tender partially or fully at any stage, without giving any reasons partially or fully .

56 . 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 chellan (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 chellan copy.**

(Kindly do not forward any consignment to purchase dept. or do not address the consignment to the name of any official)

57 Vendor's confirmation for any terms & conditions should be uniform throughout the offer. In case any discrepancies is found in the quoted term & condition of Annexure A & Vendor's own format of quotation BHEL reserves the right to consider terms mentioned in annexure A.

58 TAXES AND DUTIES :

GST IN, GST% FOR EACH ITEM. HSN CODE **for each item** , ARE TO BE QUOTED

59 **If the quoted prices by the L1 suitable vendors for netcash 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. (Wherver, if applicable)**

60 The basic amount will be arrived by deducting the applicable GST taxes & duties, freight & insurance charges. GST Taxes& duties will be paid over total quoted amount. Including Packing , marking charges, Freight& insurance amount

61. Vendor may View Bill Status in www.bheltry.co.in -> materials management systems -> login id - Vendor Code and Password

62. . **For the New vendors-** 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.

63) If winning bidder who gets the order are unable to login or still if you have any difficulty kindly let us know

64. Authorization for participation in EPS portal through DSC: E-Tender

Participation requirements

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://bheleps.buyjunction.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.

- 65 The bidder shall submit his response through bid submission to the tender on e-procurement platform at <https://bheleps.buyjunction.in>. The bidder would be required to register on the e-procurement market place <https://bheleps.buyjunction.in> and submit their bids online. **SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.**

- 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 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

68 GST compliance for Indigenous suppliers:

- a. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer..
- b. 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.
- c. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d. 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.
- e. 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.
- f. 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.

- g. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) alongwith 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.
- h. 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.
- i. 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.
- j. 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.

69 Imports and Input Tax Credit (ITC):

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 AntiDumping 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. High sea sales for import supply would not be accepted.

71. 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.)

72. Normally offer to be submitted with in due date only. Any tender due extension request to be given on or before 48hrs of due date & time.

72. BHEL reserve the right for asking sample / drawing approval / Pre-Dispatch Inspection before bulk supply of the materials (If required)

Annexure-V

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(here i n a f t e r r e f e r r e d t o a s ' c o m p a n y ') h a v i n g i t s r e g i s t e r e d o f f i c e a t
..... 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.0.1722(E) dated October 5, 2006 :
Rs... ..Lacs
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs... ..Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs 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 –A(a) (CHECK LIST FOR TECHNICAL & COMMERCIAL TERMS CONFIRMATIONS)

(a).TECHNICAL TERMS CONFIRMATION: AGAINST ALL ENQ SL NOS (TO BE SUBMITTED IN **BID**
PART NO: 1- Techno-commercial bid)

ENQUIRY NO.& DATE :

Bidder's offer no. & date

ENQ SL NO	BHEL SPECIFICATIONS	VENDOR'S SPECIFICATION	unit	Quantity	Consignment weight against each item separately	whether quoted/ not quoted	GST HSN ITEMWISE	GST %
10								
20								
30								
40								
50								
60								
70								
80								
90								
100								
110								
120								
130								
140								
150								
160								
170								
180								

Signature & Office Seal of the vendor

ANNEXURE –A (b).COMMERCIAL TERMS CONFIRMATION REQUIRED FROM SUPPLIERS NOS (TO
BE SUBMITTED IN BID PART NO: 1- Techno-commercial bid)

ENQUIRY NO.& DATE:

Bidder's offer no. & dat

SL NO	DESCRIPTION	BHEL REQUIREMENTS	Vendor to fill up
1	VALIDITY	Minimum 120 days from the date of tender opening	
2	Indigenous Suppliers: DELIVERY & PRICE BASIS F.O.R DELIVERY AT TRICHY/STORES	PACKING AND FORWARDING	
		FREIGHT & INSURANCE	
3	Foreign suppliers: DELIVERY & PRICE BASIS (INCLUDING PACKING& MARKING CHARGES, IF ANY & FREIGHT & INSURANCE CHARGES,) IF ANY FOR DELIVERY AT BHEL/TRICHY STORES	FOREIGN BIDDERS (Sea mode) CFR/ chenani port basis	
		FOREIGN BIDDERS (Air cargo) FOB Loading airport basis	
4	GST IN CODE	SUPPLIER TO QUOTE	
5	GST % FOR EACH ITEM	SUPPLIER TO QUOTE	
6	IGST% & GST COMPENSATION CESS (If material imported by Indian supplier)	SUPPLIER TO QUOTE	
7	HSN CODE FOR EACH ITEMS	SUPPLIER TO QUOTE	
8	Delivery schedule from the date of intimation of purchase order/letter of intent/ approved drawing/ pre-dispatch inspection clearance dt/ Sample approval (wherever applicable)	SUPPLIER TO QUOTE IN NO. OF DAYS/ WEEKS	
9	PAYMENT TERMS	As per Clause 11 of Terms and Conditions of the Enquiry (Annexure-II)	
10	LIQUIDATED DAMAGES CLAUSE	As per Clause 12 of Terms and Conditions of the Enquiry (Annexure-II)	
11	RISK PURCHASE CLAUSE	As per Clause 23 of Terms and Conditions of the Enquiry (Annexure-II)	
12	GUARANTEE / WARRANTY	AS PER TENDER CONDITION	
13	ERECTION / COMMISSIONING	AS PER TENDER CONDITION	
14	Origin of dispatch of consignment (City name)	SUPPLIER TO QUOTE	
15	Nearest airport & sea port (For import supplies)	SUPPLIER TO QUOTE	
16	Country of Origin (For import supplies)	SUPPLIER TO QUOTE	
17	Approximate gross weight of the total consignment after packing	SUPPLIER TO QUOTE	
18	Approximate dimensions of the total consignment	SUPPLIER TO QUOTE	
19	FOB/CFR charges if any	SUPPLIER TO QUOTE	
20	FOREIGN BIDDERS Any other charges, if any	SUPPLIER TO QUOTE	
21	Port of Loading (For import supplies)	SUPPLIER TO QUOTE	
22	Order to be placed on	SUPPLIER TO QUOTE	
	CONTACT PERSON DETAILS	NAME:	
	MOBILE NO:	LAND LINE NO:	FAX:
	EMAIL :		

NOTE: a). -It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained. b)Your specific acceptance to our Payment terms,LD & Risk Purchase Clause are essential for consideration of your offer. c).No row shall be left blank. Please indicate NA, in case the item is “not applicable”

Full postal Address:

Signature & Office Seal of the vendor

Annexure-VI

CHECK LIST TO BE SUBMITTED ALONG WITH OFFER

ENQUIRY NO.& DATE :

Bidder's offer no. & date

SL NO	Documents to be submitted	Vendor's Confirmation Yes/No
01	Offer Submitted in two part bid system i.e. 1) Techno-Commercial Bid & (II).Price Bid and all the documents should mention for Enquiry No:Dt.:Due Dt.:	
02	Annexure – A Part-a) TECHNICAL TERMS CONFIRMATION & Part-b) COMMERCIAL TERMS CONFIRMATION to be submitted along with BID PART-I	
03	Pre-Qualification Criteria fulfilled & documents Submitted	
04	Authorization letter submitted from OEM/ manufacturer submitted without fail (Wherever if applicable)	
05	Point to point confirmation for consideration of offer without fail provided in Annexure A (a) and attached with offer.	
06	Point to point wise confirmation for consideration of offer without fail provided as per tender technical terms as mentioned in the description column	
07	Point to point confirmation for consideration of offer without fail provided in Annexure A(b) and attached with offer	
08	Commercial terms like GST IN, GST% , HSN CODES, Payment, LD, Risk purchase clause quoted	
09	Price Bid to be SUBMITTED along with PART NO. 2 EPS portal	
10	Documents/Technical catalogues /DRAWINGS, (wherever as applicable) submitted as per tender condition	
11	Point To Point confirmation & all the documents for consideration of offer without fail provided as per tender condition	

Signature & Office Seal of the vendor

10 Pointer BHEL regarding DSC and EPS login

Only Use Internet Explorer 9 or above & Java 8 update 91 or above (Un-install any additional java if installed earlier)
(Compatible Versions 8/91 or 8/101)

□□DSC (Digital Signature Certificate) (Class **3 - SHA2- 2048 BIT-WITH BOTH SIGNING & ENCRYPTION COMPONENT SEPARATELY**)

1. Tools – Internet Options – Advanced – Tick (Use SSL 3.0, Use TLS 1.0, Use TLS 1.1, Use TLS 1.2)// Do NOT Tick SSL 2.0.
2. Tools – internet Options – Security – Trusted Sites – Sites – Add – <https://bheleps.buyjunction.in>
3. Tools – Manage Add-ons – Enable All Java Plug Ins.
4. **For Internet Explorer 10, Please press F12 (keyboard) & change the browser mode to IE9//For Internet Explorer 11 (tools – compatibility view settings – Add (buyjunction.in)**
5. Tools – Internet Options – Security – Custom Level – Press ‘I’ on your keyboard twice – ENABLE Include Local Directory path when uploading files to a server - OK
6. Control panel – Java – Java – View (to check the version)/ Java – Security – Security level (high) – Edit Site List – Add – type manually (<https://bheleps.buyjunction.in>) – Add
7. Java – Advanced – Tick Enable Logging//Under Advanced security settings below (Tick Use SSL 3.0, Use TLS 1.0, 1.1, 1.2)//Do not Tick SSL 2.0
8. **Tools – Internet Options – Content – Certificates (2 certificates should be visible one signing & one encryption). If not, please install your e-token drivers from My computer – (Double click the etoken) – SET UP.**
9. After logging in please map your encryption certificate - **After Login =>** The system will then ask for the sign in DSC from you. You have to select the relevant DSC in the pop-up window and click on OK button. To map the encryption certificate you have to click on the “**Register DSC**” option. Now select the radio button “**For Encryption**” (in case of 2048 bid) and then click on “**Select Digital Certificate**”. System will display your encryption certificate, Select the same and Click on “**OK**”. New window will appear showing thumbprint of certificate, Click “**CLOSE**”. Click on “**Continue to Dashboard**” for further procedure.

(For all 64 bit Operating systems, please install both 32 & 64 bit Java from the link provided below)

32 – <http://javadl.oracle.com/webapps/download/AutoDL?BundleId=207773> 64

– <http://javadl.oracle.com/webapps/download/AutoDL?BundleId=207775>

DSC activation steps

1. Purchase of DSC class 3 b with both sign, encryption
2. Seller data activation by BHEL
3. Auto generated User id (6 digit code - 0 followed by vendor code)& password reaches to registered email as provided by vendor
4. Vendor needs to login with user id, password
5. Signing to be activated by BHEL
6. Encryption to be mapped by Vendor
7. Finally vendor is able to quote.

DSC GUIDELINES:

It should be DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT-WITH BOTH SIGNING & ENCRYPTION COMPONENT SEPARATELY**)

For Dsc GUIDELINES & steps regarding procurement & further tasks to be done to submit offer as follows:

The Requirement :

1. A PC with Internet connectivity.
2. DSC (Digital Signature Certificate)(**Class 3- SHA2- 2048 BIT-WITH BOTH SIGNING & ENCRYPTION COMPONENT SEPARATELY**)
3. JRE 1.6 must be installed in your system.

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)(Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying Authority as given below

1	e-Mudhra	http://www.e-Mudhra.com	5	NIC	www.safescrypt.com
2	GNFC	www.ncodesolutions.com	6	Safescrypt	www.safescrypt.com
3	IDRBT	www.idrbtca.org.in	7	TCS	www.tcs-ca.tcs.co.in
4	MTNLTrustline	www.mtnltrustline.com			

(Other)DSC Contact details:

Ms. Solly (M/s. R3 eConsulting Pvt Ltd)

Mobile : 9444841015

Tel Nos. 044 2815 2670 / 72 / 4207 0906 Email

: chennai@sgs-ds.com, soy@saspartners.com

chennai@saspartners.com

We have finalized the e-procurement service Provider as,

M/s m Junction services Limited, Kolkata

Godrej Water Side, 3rd Floor, Tower-1, Plot-V, Block - DP

Sector - V, Salt Lake , Kolkata-700091, West Bengal , INDIA

Please get in touch at below numbers for any issues related to bid submission in EPS.

SL	NAME	e-Mail ID	Land Ph No	ROLE
1	Mr. P Peter Raj -	'peter.raj@mjunction.in'	09942069052	
2	HELP DESK	eps.customercare@mjunction.in	Landline : 033 – 66106217 / 6013 / 6426 / 6176 / 6046 (From 9:30am to 5:30pm) 033-66106426/6217/6013/6046/6176 9163348283/9163348284/9163348285 /9163348286/8584008116 (From 5:30pm to 8:30pm)	

3	Mr. Harish Kumar Ramu	harish.ramu@mjunction.in	- Cell No 09840704941	
4.	DHANARAJ.P	p.dhanaraj@mjunction.in panneer.dhanaraj@mjunction.in;	(+91) 9500199108, (+91) 9282403700	Customer Relationship Mgr
5	Saumendu Neogi	saumendu.neogi@mjunction.in	(+91) 9163348205	PROJECT MANAGER
6	R. Vishwanathan	r.vishwanathan@mjunction.in	(+91) 9163348242	Business Analyst

After procurement of Digital Certificate kindly follow the process below **for properly login into the BHEL EPS portal.**

1. Please install JRE 1.6 and your Digital Certificates (Class 3) for sign in and encryption.
2. Please install net meeting software like TeamViewer (www.teamviewer.com) for online support.
3. You are required to login to <https://bheleps.buyjunction.in> and click **Sign in**
4. Key in your login code and password and click **Enter**
5. System will ask you to change password,
6. Again login with new password
7. System will show sign in certificate, Select your sign in certificate and click **OK**
8. You will be logged out automatically
9. Contact Buyer for certificate approval
10. After your certificate is approved by Buyer, login again with login code and new password
11. Select Digital certificate
12. On the top right hand margin you will find "**Digital Certificate**" Click on "**Digital Certificate**"
13. Select "**For Encryption**" Radio button if you have **2048** bit certificate. Else you select "**Both**" Radio button if you have **1024** bit certificate.
14. System will display your encryption certificate, Select the same
15. New window will appear showing thumbprint of certificate, Click "**CLOSE**"
16. Then Click "Exit"

Now follow the steps for submission of the tender.

Go to "**TENDERS**" and then click on then "**VIEW**" button. Than select status as "**OPEN FOR QUOTATION SUBMISSION**" and click on the "**ENTER**" button. This will display all the eligible RFQs and then you can click on the relevant RFQ to view all the RFQ details.

- After clicking on the RFQ you would be able to see the RFQ details.
- To view all the items attached to the RFQ, you can click on "**VIEW ITEMS**" button. By clicking on "**BACK**" you can go back to the RFQ header. Now you need to click on "**Response to RFQ/NIT**".
- You will be landed to the RFQ/NIT details page where you will be able to see the Item details..
- To go back to the RFQ you have to click on the "**BACK TO RFQ**" button.
- To respond to the RFQ you have to click on "**RESPOND TO RFQ/NIT**" button and you will be taken to the Terms And Condition page.
- To participate in the RFQ you have to choose the first option (**i.e "I have understood the RFQ/NIT in full and agree to submit quotation for the same on behalf of my organization"**) and click on "**ENTER**" button.
- You will be then taken to the **ADD QUOTATION** page where you have to click on "**ADD QUOTATION**" and fill in the relevant bid details.
- You will be taken to the techno-commercial page where you have to fill the relevant fields.
- To add any techno-commercial documents you have to click on "**ADD ATTACHMENT**" button than you have to click on the "ADD ROW" button.

- Then insert **LABEL** name, **FILE** Name and then attach the required file by clicking on the BROWSE option. Now click on the **"SIGN FILE"** button, now the system will ask for the encryption DSC and after successful verification you have to click on **"ATTACH/DETACH"** button for successful file attachment.
- Then click on **"GO TO HEADER"** button to go back to RFQ Header.
- The system will again ask for the Certificate and after successful verification you will be landed to the technocommercial page.
- After successful verification of the certificate you have to click on **"SAVE AND GOTO ITEMS"** button to put the basic price for the items.
- Again the system will ask for DSC and you have to select you DSC.
- You have to put the basic price in the basic price column and then Click on the **"SAVE AND GOTO HEADER"** button
- Again the system will ask for DSC and you have to select you DSC.
- To submit the quotation click on **"SUBMIT QUOTATION"** button
- After successful verification of DSC, you can submit your quotation by clicking on the **"CONFIRM"** button.

After successful submission of your quotation the system will show that your quotation has been submitted successfully. You are requested to submit the bid well before the due date to avoid the last minute issues.

Please download the Supplier Manual from the below link

https://bheleps.buyjunction.in/BQEPS/html/Standard%20Documents/BHEL_Supplier%20Manual.pdf?OWASP_CSRFTOKEN=NXKI-NQ4W-2YMN-OJIA-0X2D-O3AW-CLN0-R2NX

Procedure of Obtaining Digital certificate for foreign vendors

A Step by step procedure to be adhered prior to obtaining of the DSC is given below.

- The vendor downloads the Registration/Application form from any of the licensed CAs as approved by CCA. (Please visit website <https://cca.gov.in> for details)
 - Vendor fills up the application form along with the requisite documents as mentioned below and visits the Indian Embassy along with the original documents corresponding to the certified true copies.
 - The above mentioned documents are then certified by the Indian Embassy.
 - Online fund transfer has to be made by the vendor of Rupee equivalent amount in vendor respective country's currency (Swift code of the CA's Bank will be provided by the CAs on request)
 - The Indian Embassy's documents are then needs to couriered to the respective CA.
 - The CA issues the DSC along with e-token and sends the same to the vendor.
- Documents required to **be submitted by a foreign vendor to Indian embassy** for obtaining Class 3 digital certificate on behalf of an Organization/Enterprise (certified true copy from either Company Secretary or a Director or Partner of the Organization) any one of the below mentioned documents is required:
 - Certificate of Incorporation
 - Memorandum and Articles of Association.
 - Registered Partnership Deed
 - Valid Business License document
- Certified true copy of any one of the following
 - Annual report
 - Income tax return
 - Statement of Income
 - Bank details of the Organization
- Documents required with each digital certificate application (Both of the below mentioned documents are required in original)
 - Authorization letter in favor of the certificate applicant from the applicant's organization (as per format attached herewith). The authorizing person should be one rank higher in that organization.
 - Latest Color Passport size photograph of the applicant

- c. Copy of Visa, Passport&International driving license(attested by the company stamp and signed by the applicant. Original will be returned after verification by Indian Embassy)

Open tender EPS general note other points regarding offer submission

You are requested to contact us at 033-6601 1717 (From 9:30AM to 5:30PM) 9163348283-86 / 8584008116 (From 5:30PM to 8:30PM) or email us at eps.customercare@mjunction.in for further assistance.

Kindly submit your offer in two part bid system (Technical bid + Price bid) in the E-Procurement portal only i.e. Part (I).Techno-Commercial Bid containing point wise confirmation of Technical details, specifications, drawings if any, Prequalification criteria, commercial terms and conditions Annexure-A(a), A(b) , Annexure-VI

&Part (II).Price Bid in EPS portal. Scan copy of the filled Annexure-A, Tender documents etc., uploaded in the EPS portal.

E-Tender Participation requirements:

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://bheleps.buyjunction.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.

The bidder shall submit his response through bid submission to the tender on e-procurement platform at <https://bheleps.buyjunction.in>. The bidder would be required to register on the e-procurement market place <https://bheleps.buyjunction.in> and submit their bids online. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.