



Annexure A

QUOTATIONS:

1.

a. Interested bidders / Suppliers shall submit their offer through e-Procurement mode at <https://bhel.abcpocure.com>. Offers in any other mode will not be accepted. For Enterprise Procurement System (EPS) Bidders/Suppliers 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, vendors shall follow the link "Bidder manual for BHEL Bidders" in <https://bhel.abcpocure.com>.

In case of any assistance, please call the following Nos for support:

Contact: +91-79-40270549/560/590

General Conditions:

- a. Bidders are requested to quote their offer price on F.O.R Destination (BHEL/Stores) 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.
 - b. 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.
 - c. Manufacturer's name, trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
 - d. Products with I.S.I. certification marks will be preferred.
 - e. 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.
 - f. 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.
 - g. 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 M/s. e-Procurement Technologies limited. 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.
 - h. 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.
2. Offers should have a validity of minimum 90 days from the date of Tender opening. The quoted/Finalized rates shall be Firm till completion of the supplies including amendment / deviation / extension if any in quantity / date.
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. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.

4. Ranking L-1, L-2 etc. shall be done for individual items for the techno-commercially acceptable offers on landed cost to BHEL, Trichy basis and BHEL reserves the right to place order for individual items with different vendors. In the event of more than one vendor becoming L1 for the item, the enquiry quantity will be shared equally among all the L1 vendors.

5. 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.

6. TERMS OF PAYMENT: (Indigenous)

Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials.

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.

NOTE: 100% payment against dispatch document through bank / 90% payment against through document through bank + 10% payment after acceptance of materials / Cheque payment / payment against proforma invoice / advance payment / current cheque or post-dated cheque along with purchase order will not be accepted and those offers will not be considered.

7. LD clause & Risk purchase clause are applicable.

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

Single delivery schedule:

If the Supplier fails to deliver the P.O quantity within the period specified in the contract, then the Purchaser shall deduct liquidated damages, 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.

Staggered delivery schedule

In case of staggered delivery schedule, if the Supplier 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).

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 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 therefor. 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 LD clause above.

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

Indigenous suppliers:

a. 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.

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

10. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) BIDDERS REGISTERED AS PER MSME ACT:

i) 20% of the tendered quantity is earmarked for MSE Vendors (**Manufacturers only and not for the Traders/Dealers of Service Category - Vide Office Memorandum circular of Micro, Small & Medium Enterprises, Clause – i, dt: 09.02.17**) in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.

ii) Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.

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

iv) MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II)

v) Valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per **Annexure-I**) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over.

vi) Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

vii) 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.

viii) In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

11. Conditional offers are likely to be rejected.

12. 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.

13. Disclaimer Clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s. e-Procurement Technologies limited.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

14. 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.

15. BHEL reserves the right to negotiate or re-float the enquiry opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

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

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

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

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

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

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

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

23. Vendors currently not register with BHEL Trichy & wish to participate to in this tender should furnish the following documentary proof / information along with technical bid.

- a) Copy of Registration certificate.
- b) PAN Card (Copy to be submitted).
- c) Banker's Information with copy of Bank Pass Book first Page.
- d) MSE registration along with NSIC/SSI Certificate, (If applicable)

- e) Complete postal address of the company with Pin Code.
- f) Contact Person /s, Phone No, Mobile No, FAX No, Email ID etc.
- g) Copy of statutory document – GST REGISTRATION.
- h) Copy Purchase Order & Experience certification as proof of supply of similar item to any Govt. Agencies / PSU / Organizations.
- i) Balance Sheet for last three financial years along with audit report is to be submitted.
- j) Partnership Deed if applicable.

24. 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.

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

26. Vendors should submit the sample/s within the enquiry due date, if offer received without sample/s and received after due date such offers will be rejected.

27. Each sample should be super scribed with correct tender no., item of supply, vendor name and due date of opening. Sample/s should be sent to the following address and it should reach on or before due date of the tender: Your sample/s should be sent to:

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

28. Sample/s will be evaluated/selected by the Committee (constituted by BHEL).

29. Committee has the right to select/reject the samples submitted by the bidders and the decision of the committee is final.

30. The confirmation of sample submission with valid proof should be intimated in the technical bid.

31. The vendor should attach scanned copies of the following annexures duly filled in, sealed and signed by the vendor (Part-I).

- Annexure I (CA certificate).
- Annexure A (Terms and conditions).
- Annexure B (Commercial confirmation format).
- Annexure C (Vendor's Data).

32. The commercial confirmation format (as per annexure B) should be submitted along with the technical bid, without fail. Terms and conditions to be confirmed /accepted/mentioned in your technical bid and the format (which we have mentioned in our enquiry as per annexure B) should be the same, without any variation/deviation. In case of variation/deviation between the technical bid and format, the details furnished in the format (as per annexure B) only are considered for evaluation.

33. Any communication / clarification regarding the tender shall be sent to the following

**E-mail: pgavictor@bhel.in
Phone no. 0431-2577645**

Certificate by Chartered Accountant on letter head

This is to Certify that M/s ,
(herein-after referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (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.8.0.1722(E) dated October 5, 2006:

Rs..... Lacs

- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture,
fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of
Rs.Lacs forMicro / 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 –B

COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIERS

SL NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION
1	VALIDITY	90 Days from Date of tender opening	Non-Deviatable
2	DELIVERY REQUIREMENTS	FOR destination As per Clause No 1.b of Annexure A	Non-Deviatable
3	PACKING & FORWARDING (Whether inclusive or extra) Clearly mention the percentage or amount.	-----	INCLUDED / EXTRA INCASE OF EXTRA MENTION THE PERCENTAGE_____OR AMONT _____
4	HSN CODE	-----	PLEASE MENTION
5	GST clearly mention the percentage.	-----	INCLUDED / EXTRA INCASE OF EXTRA MENTION THE PERCENTAGE_____
6	FREIGHT (Whether inclusive or extra) Clearly mention the percentage or amount.	-----	INCLUDED / EXTRA INCASE OF EXTRA MENTION THE PERCENTAGE_____OR AMONT _____
9	DEIVERY SCHEDULE	45 Days from the date of PO	
10	PAYMENT TERMS	As per Clause 06 of Terms and Conditions of the enquiry (Annexure-A)	
11	LD CLAUSE	As per Clause 07 of Terms and Conditions of the enquiry (Annexure-A)	
12	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	
13	TEST CERTIFICATE	REQUIRED/ NOT REQUIRED	
14	GUARANTEE / WARRANTY CERTIFICATE	REQUIRED/ NOT REQUIRED	
15	MSE STATUS	Should attach the documents called for in enquiry Terms & Conditions	

Vendors Seal & Signature

ANNEXURE –C

THE FOLLOWING DATA SHOULD BE FURNISHED BY NEW VENDOR

- 1. NAME & ADDRESS OF THE VENDOR :**
- 2. CONTACT / COMMUNICATION DETAILS : PERSON:**
LANDLINE & MOBILE NO:
FAX NO.:
EMAIL ID:
- 3. BUSINESS TYPE : MANUFACTURER / TRADER / AGENT**
- 4. BUSINESS STATUS : MSE / NON-MSE (IN CASE OF MSE, NECESSARY DOCUMENTS SHOULD BE FURNISHED)**
- 5. MSE TYPE : MICRO / SMALL**
- 6. MSE OWNER CATEGORY : SC / ST (COMMUNITY CERTIFICATE SHOULD BE FURNISHED)**
- 7. TYPE OF MSE FIRM : PROPRIETARY / PARTNERSHIP (IN CASE OF PARTNERSHIP FIRM, PERCENTAGE OF SHARE HELD SHOULD BE FURNISHED)**
- 8. GST NO (DOC. PROOF SHOULD BE FURNISHED) :**
- 09. EXCISE DUTY REGISTRATION NO. (DOC. PROOF SHOULD BE FURNISHED) :**
- 10. PAN NO. :**

(SIGNATURE & SEAL)