TRICHY, BHEL, TRICHY, POSTAL CODE :620014, TIRUCHIRAPALLI, TAMIL NADU, INDIA

RFQ/NIT HEADER DETAIL

ORGANIZATION NAME	TRICHY, BHEL	RFQ FLOATED UNDER THE POLICY	PURCHASE POLICY
RFQ/NIT REFERENCE CODE/ENQUIRY NO	2611700056	RFQ OWNER/NIT OFFICER/ENQUIRY OWNER	MR MAYANK SHRIVASTAVA(SR.ENGR/PUR)
RFQ/NIT TYPE	OPEN TENDER		
NUMBER OF ITEMS ALREADY ATTACHED	1		
CURRENCY	ANY		
DESCRIPTION	Pressure Gauge		
DETAILED DESCRIPTION	Pressure Gauge		
NUMBER OF BID PART(S)	2	PUBLISHED DATE	20 Nov , 2017 9:22:44 AM

ATTRIBUTE(S)

ATTRIBUTE NAME	ATTRIBUTE VALUE
Delivery at	BHEL Trichy Stores
Inspection By	BHEL Officials, Trichy
Validity of the Offer	PRICE SHOULD BE FIXED AND VALID FOR 120 DAYS FROM THE DATE OF TENDER OPENING
Inspection	At BHEL Trichy

DATE-TIME DETAIL(S)

BID START DATE	20 Nov , 2017 10:00:00 AM	BID DUE DATE	5 Dec , 2017 2:00:00 PM
BID OPEN DATE (SCHEDULED)	5 Dec , 2017 2:30:00 PM		

PRE-BID DISCUSSION DETAILS

PRE-BID DISCUSSION TYPE	NOT REQUIRED

ALTERNATE BID DECRYPTOR(S)

USER DETAILS
MR Admin SANJEEVI B(SDGM/PUR)
MR MAYANK SHRIVASTAVA(SR.ENGR/PUR)
MR KUMARASAMY A(DGM/PUR)

SELLER DETAIL(S)

CODE	ORGANIZATION NAME
023505	TEST (Mr test ot test)

TERM AND CONDITION DETAIL(S) - SPECIAL TERM(S)

SL. NO.	CATEGORY	DESCRIPTION

TRICHY, BHEL, TRICHY, POSTAL CODE :620014, TIRUCHIRAPALLI, TAMIL NADU, INDIA

1	SPECIAL TERM(S)	SPECIAL TERM(S) Special Terms 1. The Enquiry is governed by terms and conditions as mentioned in Annexure- A and no modifications / alterations are allowed in any case. If any modification / alteration is proposed or any other condition advanced by the bidder, it shall be ignored and the bidder will be bound by the terms of Enquiry not-withstanding any modification / alteration etc. proposed by them. 2. Indian bidders should quote price on "FOR BHEL Trichy Stores" basis as per Clause -D (i) of Annexure-A. 3. Foreign bidders should quote price on "CFR Chennai Seaport" basis a s per Clause - D (ii) of Annexure-A. 4. Please quote your best price in your offer since cost evaluation will be carried out on the basis of prices quoted in your offer. Reverse Auction will not be conducted. 5. Quantity variation up to - 5% only is acceptable. 6. Scanned copy of duly filled Annexure-B shall be uploaded along with the offer. 7. Offers shall be submitted through E-Procurement mode only. Offers received through any other mode will not be considered. All the requirements for submitting offer through EPS, are attached for your reference. 8. For any query regarding EPS, you are requested to contact EPS customer care at 033-6601 1717 (From 9.30 am to 5.30 pm) or 9163348283-86 / 8584008116 (From 5.30 pm to 8.30 pm) or email to eps.customercare@mjunction.in

RFQ/NIT ITEM DETAILS

SL. NO.	CODE	DESCRIPTION	QUANTITY	RFQ/NIT U.O.M	OFFER U.O.M
10	000000560951630000	Pressure gauge 2.5 Kg per cm2 as per Indian Standard IS 3624:1987(latest) for Acetylene Gas regulator (Industrial Gauge) and as pertechnical annexure I.	200.00	NUMBER	NUMBER

ATTRIBUTE DETAILS

ATTRIBUTE NAME	ATTRIBUTE VALUE
MATERIAL CODE:	000000560951630000
MATERIAL GROUP:	ZINACTIVE
KILOGRAM PER UNIT:	0.0
Cenvatable (Yes / No)	Yes
Delivery Location	TAMIL NADU
Vatable (Yes / No)	Yes
Delivery Date (i) :	12-DEC-2017
Delivery Qty (i) :	200

IMPORTANT NOTICE

PLEASE READ THE FOLLOWING ATTACHMENT(S)[SEPARATELY DOWNLOADABLE] ALONG WITH THIS RFQ/NIT/ENQUIRY .

RFQ/NIT/ENQUIRY - ATTACHMENTS

LABEL	FILE NAME
1	Technical Annexure_I.PDF
2	Annexure_A.docx
3	Annexure_B.docx
4	Annexure_C.pdf
5	DSC Guidelines.pdf

Technical Annexure I		
Sl. No.	Pressure gauge Description	Vendor confirmation
1	Pressure gauge 2.5 Kg per cm^2 as per Indian Standard IS 3624:1987 (latest) for Acetylene Gas regulator (Industrial Gauge) and quantity – 200 Numbers.	
2	Nominal size of gauge: 50 mm.	
3	Type of Pressure Element : Bourdon	
4	Bourdon Material : Non Ferrous	
5	Movement Material: Non Ferrous.	
6	Case material - metal only. Quoted case material details, bidder to provide.	
7	Pressure Gauge has a removable back plate such as it shall be possible to adjust the gauge with back plate removed. Window Material: Non –splintering glass or a clear plastic material to meet the IS 3624:1987 (latest) requirement.	
8	Shank Material : Non-ferrous	
9	Mounting : Direct with bottom entry.	
10	Supplier shall have valid Indian Standard Licence (BIS) CML Number for pressure gauge.	
11	Dial shall be clearly marked "ACETYLENE" in red colour and "USE NO OIL" in black. Each gauge shall be legibly and permanently marked with the manufacturer's name or trade-mark and, in addition, the following particulars. 1. Pressure unit. 2. Material of pressure element.	

Sign and seal of authorized person

Technical Annexure I		
Sl. No.	Pressure gauge Description	Vendor confirmation
12	Accuracy: The error in pressure indication with either increasing or decreasing pressure, at any point, shall not exceed one percent of the maximum scale value, and, for the rest of the scale, 1.5 percent of the maximum scale value.	
13	Connection size : 1/4" NPT (Male)	
14	The scale shall be numbered on at least every tenth mark but with a minimum of four numbered marks over the scale range. The scale shall be at least 25 minor division.	
15	Material test certificate is required along with supply. Test certificate shall have Test certificate number, Test certificate issue date ,Purchase order number and date, Supplier Name, Customer number , Material chemical composition details, Supplier signature.	

Sign and seal of authorized person

ANNEXURE – A

TERMS AND CONDITIONS OF THE ENQUIRY

(A) <u>SCOPE OF SUPPLY :</u>

i) Supply shall be made strictly as per the technical specifications mentioned in the Enquiry.
ii) Test Certificate shall be submitted during order execution.
iii) Deviation, if any, shall be clearly mentioned in your offer.

(B) **<u>SUBMISSION OF OFFER</u>** :

i) Your Offers should be submitted in Two Part Bid System (Techno-commercial bid + Price bid) in our E-Procurement portal only. No other mode of offer submission is acceptable
ii) Scanned copy of duly filled Annexure-B shall be uploaded along with the offer.
iii) After the scrutiny of the Techno-Commercial bids, price bids of only qualified offers shall be opened.

(C) <u>OFFER VALIDITY :</u>

Validity of offer should be minimum 120 days from the date of Tender opening. The quoted / finalized prices shall be Firm till completion of the supplies

(D) <u>DELIVERY TERMS :</u>

i) **For Indian Bidders :**

- The prices are to be quoted on F.O.R. BHEL Trichy Stores basis (Inclusive of Packing & Forwarding Charges). Freight and Insurance Charges shall be quoted extra in %. All the items should be supplied at BHEL Stores at your own cost. Offers with any other delivery conditions will be rejected
- Delivery condition like Ex-works / Ex - godown / Transportation of materials through transport carriers from your works up to the transport carrier's office and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us.

ii) **For Foreign Bidders :**

- Bidders should submit their offer for CFR / Chennai Seaport basis with freight break up details and Place of delivery – INTVT6 – CONCOR ICD.
- PORT OF LOADING SHOULD BE INDICATED WITHOUT FAIL.
- PORT OF DISCHARGE should be CHENNAI and PLACE OF DELIVERY - INTVT6 – CONCOR ICD

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".
- Place of delivery – INTVT6 – CONCOR ICD should be clearly specified in the Bill of Lading.

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.
- Place of delivery – INTVT6 – CONCOR ICD should be clearly specified in the Bill of Lading.

In case, BHEL decides to airlift the material through its Air Console agent, the delivery terms will be changed to Ex-Works and freight charges will be reduced from the order value.

(E) PAYMENT TERMS :

i) **For Indian Bidders :**

- Payment term is “100% direct EFT payment after 45 days from the date of receipt and acceptance 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 through bank is not preferred. In case of payment through bank is opted by supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of goods to site/stores with consignee copy attached. In this case loading will be 3% on the offered value.
- Offers of indigenous Suppliers with payment terms as LC / Advance Payment etc. will be rejected.

ii) **For Foreign Bidders :**

- 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 will be rejected.

(F) **LIQUIDITY DAMAGES / PENALTY** :

The delivery of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the goods beyond the delivery period, Liquidity damages will be applicable as mentioned below:

i) Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value

ii) For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part there of subject to a maximum of 10% of the total order value.

iii) 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)

iv) IMPORT: For CFR terms, BL date will be considered for LD calculation.

v) INDIGENOUS: For "FOR Delivery terms", Lorry way bill date will be taken for LD calculation.

(G) <u>RISK PURCHASE CLAUSE :</u>

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 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.

(H) <u>TENDER EVALUATION :</u>

i) 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.

(I) <u>COST EVALUATION :</u>

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

ii) 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.

iii) BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed

iv) Ranking (L-1, L-2 etc.) will be done only for the Techno-Commercially acceptable offers.

v) In the event of more than one vendor becoming L-1, the enquiry quantity will be shared equally among all the L1 vendors.

(J) <u>GST FOR INDIGENEOUS SUPPLIERS :</u>

1) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly have mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2) 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.
3) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4) 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.
5) 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.

6) 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.
7) For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

(K) <u>MSE CLAUSE :</u>

- The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act as per the public procurement policy notified by the Central government.
- 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 along with attested copy of a CA certificate (Format enclosed at Annexure –C) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (2014-15). 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. Documents should be notarized or attested by a Gazetted officer.
- 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

To avail the intended benefits, all the relevant documents must be submitted along with other. Post tender submission of these information will not be considered

(L) DOCUMENTS SUBMISSION FOR FOREIGN SUPPLIERS:

The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment.

i) In the event of delay in negotiating / submitting the document by the Supplier, any demurrage charges arising out of the same shall be to the account of the Supplier.
ii) In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a “Surrender Bill of Lading”.
iii) Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading.

iv) This is required to ensure avoidance of incidence of demurrage at Chennai Seaport that may arise in case of delayed presentation of documents by the Seller.

(M) INDIAN AGENTS OF FOREIGN SUPPLIERS :

i) 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

ii) 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.

iii) 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.

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

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

vi) 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.

vii) 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.

viii) Either the Indian agent 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 and Principal/OEM, then the offer from Principal/OEM only will be considered.

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

(N) Comprehensive Economic Partnership Agreement (CEPA):

Foreign suppliers shall ensure that the benefits as applicable under comprehensive economic partnership agreement (CEPA) with government of India are disclosed in the bid and relevant documents such as certificate of country of origin, issued by the appropriate authority in the country of exports, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of seller failing to provide appropriate documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.

(O) PACKING AND MARKING :

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

(P) 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 Jurisdiction 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.

(Q) FRAUD PREVENTION POLICY :

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

(R) IN THE EVENT OF FORCE MAJEURE :

i) Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD.

ii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iii) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

iv) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

(S) OTHER TERMS AND CONDITIONS :

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

ii) On the due date of tender opening, only the Techno-commercial bids will be opened. Techno-commercial bids will be evaluated by us and clarifications required, if any, will be called from the bidders on technical and commercial points.

iii) 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.

iv) 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.

v) The correspondence between the bidder and BHEL through Email is considered as valid document Legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

vi) If The Due Date Of Tender Opening Happens to be a Holiday, those tenders Will Be Opened On Next Working Day.

vii) The quality of the supplies should strictly conform to WCPI applicable for the item. The offer should specifically confirm this.

viii) If any quality problem is pointed out by BHEL w.r.t. supplied material, the same shall be settled and corrected immediately 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.

ix) BHEL reserves the right to cancel the tender at any stage without giving any reasons.

x) For any clarifications, you may contact to the following Email IDs :

   a. akumar@bheltry.co.in
   b. shrivastava@bheltry.co.in

ANNEXURE – B

BHEL COMMERCIAL TERMS AND CONDITIONS

(a) TECHNICAL TERMS CONFIRMATION

ENQ S. NO.	BHEL SPECIFICATIONS	VENDOR'S SPECIFICATION	Quantity (Nos.)	Consignment weight against each item separetly	whether quoted/ not quoted
10					

(b) COMMERCIAL TERMS CONFIRMATION

SL NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION
1	VALIDITY	MINIMUM 120 Days from Date of tender opening	
2	PRICE QUOTED	As per Clause (D) of Annexure-A	
3	GST % FOR INDIAN BIDDER	SUPPLIER TO QUOTE ALONG WITH HSN CODE OF THE ITEM	
4	GSTN NO. FOR INDIAN BIDDER	SUPPLIER TO QUOTE	
5	FREIGHT & INSURANCE CHARGES FOR DELIVERY AT BHEL STORES – FOR INDIAN BIDDER	SUPPLIER TO QUOTE **IN % OF BASIC PRICE ONLY**	
6	FREIGHT & INSURANCE CHARGES FOR DELIVERY AT CHENNAI SEAPORT – FOR FOREIGN BIDDER	SUPPLIER TO QUOTE **IN % OF BASIC PRICE ONLY**	
7	DEIVERY SCHEDULE FROM THE DATE OF PURCHASE ORDER / LETTER OF INTENT	SUPPLIER TO QUOTE IN NO. OF **DAYS / WEEKS**	
8	PAYMENT TERMS	As per **Clause (E)** of Annexure-A	
9	LIQUIDATED DAMAGES CLAUSE	As per **Clause (F)** of Annexure-A	
10	RISK PURCHASE CLAUSE	As per **Clause (G) of** Annexure-A	
11	TEST CERTIFICATE & GUARANTEE CERTIFICATE	To be submitted during order execution	
12.	ORIGIN OF DISPATCH	SUPPLIER TO QUOTE	
13.	PORT OF LOADING – FOR FOREIGN BIDDER	SUPPLIER TO QUOTE	
14	CURRENCY – FOR FOREIGN BIDDER	SUPPLIER TO QUOTE	

15.	MSE VENDOR	YES / NO as per Clause (k) of **Annexure-A.**	
16.	CONTACT PERSON DETAILS	NAME:	
		MOBILE NO:	
		LAND LINE NO:	
		EMAIL :	
		FAX:	

(a) LIST OF DOCUMENTS TO BE ATTACHED WITH OFFER FOR MSE BIDDERS:

SL NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION
1	NSIC CERTIFICATE FOR MSE BIDDER	As per Clause (K) of **Annexure-A**	
2	EM-II CERTIFICATE FOR MSE BIDDER	As per Clause (K) of **Annexure-A**	
3	CA CERTIFICATE FOR MSE BIDDER	As per Clause (K) of **Annexure-A.** To be submitted as per format attached in Annexure-C	
4	SC / ST CERTIFICATE FOR MSE BIDDER (If applicable)	As per Clause (K) of **Annexure-A**	

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).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-C

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.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 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 charted accountant

10 Pointer_BHEL regarding DSC, 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 e-token) – 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 techno-commercial 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.

a) 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)
b) 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.
c) The above mentioned documents are then certified by the Indian Embassy.
d) 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)
e) The Indian Embassy's documents are then needs to couriered to the respective CA.
f) The CA issues the DSC along with e-token and sends the same to the vendor.

I. Documents required to **be submitted by a foreign vendor to In**dian 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:
    a. Certificate of Incorporation
    b. Memorandum and Articles of Association.
    c. Registered Partnership Deed
    d. Valid Business License document

II. Certified true copy of any one of the following
    a. Annual report
    b. Income tax return
    c. Statement of Income
    d. Bank details of the Organization

III. Documents required with each digital certificate application (Both of the below mentioned documents are required in original)
    a. 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.
    b. 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)