Domain :	bhel.abcprocure.com
Parent department:	BHEL Trichy

Unit name	:	BHEL Trichy			
Purchase group	:	FB M&S Spares Cap	RFQ/NIT/Enquiry Officer	:	SUBRAMANIANS
Event ID	:	28094	RFQ/NIT/Enquiry no.	:	2661900155
Enquiry Date	:	10/05/2019 05:30:00			
Tender Description	:	SCREWS AND NUTS			
Terms & Conditions	:	**This tender is floated as 'CUMULATIVE PAKAGE BASIS'.** . **Quoting all the items are compulsory. Leaving any item will disqualify your offer.** . **Before quoting techno-commercial bid and price bid, read both the forms thoroughly.** . **For material description / specification kindly refer column no. 4, of price bid form.** . **Refer attached Annexures II (Terms and Condition of the Enquiry) & V (Certificate by Chartered Accountant for MSE vendor ONLY)** . **Refer PQC**			
Product / service / work keywords	:	SCREW,Nut			
No. of Bid Parts	:	Multiple	Envelope	:	Techno-commercial bid , Price bid
Type of contract	:	Goods	Project duration / delivery or completion period	:	Accepted delivery schedule quoted by vendor
Download document	:	Before login	RFQ floated under the policy	:	PP-PURCHASE POLICY
Estimated Category	:	A	Delivery/Location At	:	BHEL STORES, TRICHY
Delivery Date	:	29/06/2019 05:30:00	Inspection by Agency	:	BHEL ENGINEERS
Inspection Location	:	BHEL WORKS, TRICHY	Min. bid required	:	3

Bid submission configuration

Bid evaluation	:	Grand Total Package	Bidding access	:	Open Tender
Base currency	:	INR	Bidding type	:	NCB/Indigenous

Key configuration

Pre-bid meeting	:	Don't allow

Dates configuration

Document downloading start date	:	11/05/2019 16:20:00	Document downloading end date	:	22/05/2019 13:00:00
Bid submission start date	:	11/05/2019 16:20:00	Bid submission end date	:	22/05/2019 13:00:00
Bid opening date	:	22/05/2019 13:01:00			

Document / EMD / Security fee detail

Document fees	:	Not required	EMD	:	Not required

Bidding forms

PRICE BID

PRICE BID

MATERAIL CODE	ITEM NAME	QUANTITY	UOM
000000331050020000	M.S.SLOTTED CHEESE HEAD SCREW M 3x15mm	10000.00	NO
000000331050030000	M.S.SLOTTED CHEESE HEAD SCREW M 3x25mm	10000.00	NO
000000331050040000	M.S.SLOTTED CHEESE HEAD SCREW M 3x35mm	10000.00	NO
000000331050070000	M.S.SLOTTED CHEESE HEAD SCREW M 4x15mm	10000.00	NO
000000331050080000	M.S.SLOTTED CHEESE HEAD SCREW M 4x25mm	10000.00	NO
000000331050090000	M.S.SLOTTED CHEESE HEAD SCREW M 4x35mm	10000.00	NO
000000331050100000	M.S.SLOTTED CHEESE HEAD SCREW M 4x50mm	10000.00	NO
000000331050120000	M.S.SLOTTED CHEESE HEAD SCREW M 5x20mm	10000.00	NO
000000331050130000	M.S.SLOTTED CHEESE HEAD SCREW M 5x25mm	10000.00	NO
000000331050140000	M.S.SLOTTED CHEESE HEAD SCREW M 5x35mm	10000.00	NO
000000331050150000	M.S.SLOTTED CHEESE HEAD SCREW M 5x50mm	10000.00	NO
000000331050160000	M.S.SLOTTED CHEESE HEAD SCREW M 6x15mm	10000.00	NO
000000331050170000	M.S.SLOTTED CHEESE HEAD SCREW M 6x25mm	10000.00	NO
000000331050180000	M.S.SLOTTED CHEESE HEAD SCREW M 6x35mm	10000.00	NO
000000331050190000	M.S.SLOTTED CHEESE HEAD SCREW M 6x50mm	10000.00	NO
000000331050200000	M.S.SLOTTED CHEESE HEAD SCREW M 6x40mm	10000.00	NO
000000331050050000	M.S.SLOTTED CHEESE HEAD SCREW M 3x50mm	10000.00	NO
000000331050500000	M.S.HEX.NUT M 3	10000.00	NO
000000331050520000	M.S.HEX.NUT M 5	10000.00	NO

000000331050530000	M.S.HEX.NUT M 6	10000.00	NO
000000331050510000	M.S.HEX.NUT M 4	10000.00	NO
000000331050760000	M.S.WOOD SCREW 12mm x No.4	2000.00	NO
000000331050770000	M.S.WOOD SCREW 20mm x No.4	2000.00	NO
000000331050780000	M.S.WOOD SCREW 20mm x No.6	2000.00	NO
000000331050790000	M.S.WOOD SCREW 25mm x No.6	2000.00	NO
000000331050800000	M.S.WOOD SCREW 25mm x No.8	2000.00	NO
000000331050810000	M.S.WOOD SCREW 30mm x No.8	2000.00	NO
000000331050820000	M.S.WOOD SCREW 30mm X No.6	2000.00	NO
000000331050830000	M.S.WOOD SCREW 35mm x No.6	2000.00	NO
000000331050840000	M.S.WOOD SCREW 35mm x No.8.	2000.00	NO
000000331050850000	M.S.WOOD SCREW 50mm X No.8	2000.00	NO
000000331050900000	M.S.WOOD SCREW 35mm x No.7	2000.00	NO
000000331050910000	M.S.WOOD SCREW 50mm x No.6	2000.00	NO

Information for Online Participation

Bidder who wish to participate in this tender needs to procure Digital Certificate as per Information Technology Act-2000 using that they can digitaly sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies, or they may contact e-Procurement Technologies Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd.
Corporate Office:
Address : A-201/208, Wall Street - 2, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad - 380006, Gujarat(INDIA)

Digital Certificate Contacts

Contact Person : Mr. Himalay Vaishnav
Cell : +91-9099090830
Phone Nos. : +91-9099090830
Fax No :
e-Mail : info@abcProcure.com

Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad
Cell : +91-8160087732
Phone Nos. : +91-79-68136809/871/861/823/872
Fax No :
e-Mail : Bhel.Support@abcProcure.com

Bidder who wish to participate in e-Tender need to fill data in predefined forms of Price bid available in respective tender only. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.Bidder need to

submit Document Fees, EMD & Reference Documents in hard copy if such instruction are given by tendering authority.As Per the new Inter-operability guidelines released by Controller of Certifying Authorities(CCA), the Secured Socket Layer(SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2.

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop.In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.abcprocure.com just below the label of "Knowledge section".

Fraud Prevention

Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Preference to Make in India

For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

ENQUIRY / RFQ NO. 266190155– SCREWS AND NUTS

This tender is floated as 'CUMULATIVE PAKAGE BASIS'.

Quoting all the items are compulsory. Leaving any item will disqualify your offer.

ITEMS AND DESCRIPTIONS

Item	Description	Unit	Quantity	Delivery Quantity	S
10	331050020000 M.S.SLOTTED CHEESE HEAD SCREW M 3x15mm	NO	10000.000	10,000.00	
20	331050030000 M.S.SLOTTED CHEESE HEAD SCREW M 3x25mm	NO	10000.000	10,000.00	
30	331050040000 M.S.SLOTTED CHEESE HEAD SCREW M 3x35mm	NO	10000.000	10,000.00	
40	331050070000 M.S.SLOTTED CHEESE HEAD SCREW M 4x15mm	NO	10000.000	10,000.00	
50	331050080000 M.S.SLOTTED CHEESE HEAD SCREW M 4x25mm	NO	10000.000	10,000.00	
60	331050090000 M.S.SLOTTED CHEESE HEAD SCREW M 4x35mm	NO	10000.000	10,000.00	
70	331050100000 M.S.SLOTTED CHEESE HEAD SCREW M 4x50mm	NO	10000.000	10,000.00	
80	331050120000 M.S.SLOTTED CHEESE HEAD SCREW M 5x20mm	NO	10000.000	10,000.00	
90	331050130000 M.S.SLOTTED CHEESE HEAD SCREW M 5x25mm	NO	10000.000	10,000.00	
100	331050140000 M.S.SLOTTED CHEESE HEAD SCREW M 5x35mm	NO	10000.000	10,000.00	
110	331050150000 M.S.SLOTTED CHEESE HEAD SCREW M 5x50mm	NO	10000.000	10,000.00	
120	331050160000 M.S.SLOTTED CHEESE HEAD SCREW M 6x15mm	NO	10000.000	10,000.00	

130	331050170000 M.S.SLOTTED CHEESE HEAD SCREW M 6x25mm	NO	10000.000	10,000.00
140	331050180000 M.S.SLOTTED CHEESE HEAD SCREW M 6x35mm	NO	10000.000	10,000.00
150	331050190000 M.S.SLOTTED CHEESE HEAD SCREW M 6x50mm	NO	10000.000	10,000.00
160	331050200000 M.S.SLOTTED CHEESE HEAD SCREW M 6x40mm	NO	10000.000	10,000.00
170	331050050000 M.S.SLOTTED CHEESE HEAD SCREW M 3x50mm	NO	10000.000	10,000.00
180	331050500000 M.S.HEX.NUT M 3	NO	10000.000	10,000.00
190	331050520000 M.S.HEX.NUT M 5	NO	10000.000	10,000.00
200	331050530000 M.S.HEX.NUT M 6	NO	10000.000	10,000.00
210	331050510000 M.S.HEX.NUT M 4	NO	10000.000	10,000.00
220	331050760000 M.S.WOOD SCREW 12mm x No.4 M.S.WOOD SCREW 12mm x No.4	NO	2000.000	2,000.00
230	331050770000 M.S.WOOD SCREW 20mm x No.4 M.S.WOOD SCREW 20mm x No.4	NO	2000.000	2,000.00
240	331050780000 M.S.WOOD SCREW 20mm x No.6 M.S.WOOD SCREW 20mm x No.6	NO	2000.000	2,000.00
250	331050790000 M.S.WOOD SCREW 25mm x No.6 M.S.WOOD SCREW 25mm x No.6	NO	2000.000	2,000.00
260	331050800000 M.S.WOOD SCREW 25mm x No.8 M.S.WOOD SCREW 25mm x No.8	NO	2000.000	2,000.00
270	331050810000 M.S.WOOD SCREW 30mm x No.8 M.S.WOOD SCREW 30mm x No.8	NO	2000.000	2,000.00
280	331050820000 M.S.WOOD SCREW 30mm X No.6 M.S.WOOD SCREW 30mm x No.6.	NO	2000.000	2,000.00
290	331050830000 M.S.WOOD SCREW 35mm x No.6 M.S.WOOD SCREW 35mm x No.6.	NO	2000.000	2,000.00

300	331050840000 M.S.WOOD SCREW 35mm x No.8.	NO	2000.000	2,000.00
310	331050850000 M.S.WOOD SCREW 50mm X No.8 M.S.WOOD SCREW 50mm x No.8.	NO	2000.000	2,000.00
320	331050900000 M.S.WOOD SCREW 35mm x No.7 M.S.WOOD SCREW 35mm x No.7	NO	2000.000	2,000.00
330	331050910000 M.S.WOOD SCREW 50mm x No.6 M.S.WOOD SCREW 50mm x No.6.	NO	2000.000	2,000.00

Refer Attachments:

Annexure – III - Terms and conditions of the enquiry

Annexure – V -CA Certificate (for MSME vendors)

REF: BHEL/ELE/266/46

Annexure-III

BHARAT HEAVY ELECTRICALS LIMITED
(A GOVT.OF INDIA UNDERTAKING)
HIGH PRESSURE BOILER PLANT
TIRUCHIRAPPALLI-620 014

TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BIDS)

1.	The tender will be operated on two part bids basis i.e. Part **I -Techno-Commercial Bid & Part II- Price Bid** in **EPS PORTAL** ONLY. This tender will be evaluated on **CUMULATIVE ITEMS BASIS. . Leaving any unquoted item will lead REJECTION of your offer**
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-II**
3.	Price details Containing the price of all the quoted items in EPS PORTAL.
4.	This Tender is hosted in ABC portal & offer to be submitted through ABC portal only. You are requested to submit your 2 parts offer before due date & time given in RFQ through **EPS PORTAL** only.
5.	Tender should not be addressed to any individual's name / designation.
6.	Attached documents/tenders should be free from CORRECTION AND ERASURES. Any correction in any attached document should have been attested. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored
7.	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. Please ensure that all terms & conditions are filled. **Commercial terms agreed in Part-1 Techno commercial Bid table of ABC portal is final, anywhere else mentioned will not be considered.**
8.	Offer(s) received **after due date and time** as mentioned in EPS portal will not be considered under any circumstances.
9.	If the due date of tender opening happens to be a holiday, those tenders will be opened on future working day for which corrigendum will be issued.
10.	Documents submitted with the offer shall be signed and stamped in **each page** by authorized representative of the bidder
11.	The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://bhel.abcprocure.com. The bidder would be required to register on the e-procurement market place https://bhel.abcprocure.com and submit their bids online. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED

12.	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
13.	**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
14.	The rates are to be quoted on **F.O.R. BHEL TRICHY STORES** basis ONLY and 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:** Delivery condition like **Ex-works / Ex-godown / Transportation of materials through transport carriers from your works up to the transport carrier's** office at **Trichy** and taking delivery of goods by BHEL from such office of transport carriers is **not acceptable** to us).
15.	**Payment Terms** **i). For Indigenous (Non-MSE) Bidders:** ○ Payment term is "**100% direct EFT payment after 60 days from the date of receipt and acceptance (supply, installation & successful commissioning of the system, wherever if applicable)** of materials at BHEL Stores". ○ Any deviation in the above payment terms, any other conditions in payment terms or any other Payment Terms will not be accepted and offer will not be considered. *Payment term is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials and against 10% PBG valid for the warranty period, wherever necessary.* 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. i) **For Imports :** ○ BHEL Payment term is **100% payment on CAD basis after 60 days from the date of receipt of documents**, specified in PO, at BHEL bank. Respective bank charges to respective account. ○ If supplier insists for LC, only Usance **LC with 60 days credit** will be opened **one month** prior to material readiness, further loading will be considered @ **1.5%** on the offered value. Hence supplier shall intimate the material readiness accordingly for opening of LC. **LC validity period will be 90 days** and for any extension, applicable charges will be to supplier's account. ○ Any deviation in the above payment terms, any other conditions in payment terms or any other Payment Terms will not be accepted and offer will not be considered ○ If the LC payment is insisted, TWO sets of original TCs/ Compliance Certificate to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer may lead for rejection. ii).**New Suppliers** : ○ For new suppliers not registered with BHEL Trichy for the product, payment shall be made **60 days** after receipt and acceptance of materials. In case of foreign supplier, first lot of mutually agreed quantity shall be supplied with payment as **CAD basis after 60 days from the date of receipt and acceptance of materia**l. If insisted for LC, after acceptance of first lot, only Usance LC with 60 days credit will be opened one month prior to material readiness.

16.	**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).
17.	**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.
18.	**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.
19.	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
20.	If **Guarantee / Warranty** period is applicable as per tender specification, No deviation permitted and deviated offers are liable for rejection
21.	Price shall be quoted item wise in EPS Portal. Cost evaluation will be done on **CUMULATIVE ITEMS BASIS.** **Leaving any unquoted item will lead REJECTION of your offer.**
22.	Supplier has to ensure quoting of price very carefully in EPS PORTAL to avoid any discrepancies

23.	While quoting price, it will be ensured that all terms & conditions as per GST act is followed
24.	TAXES AND DUTIES: GST IN no, HSN CODE, GST rate for each items are to be quoted
25.	On the due date of tender opening, the **technical bids will be opened**. Bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points
26.	After tender opening Technical Scrutinisation Of the Offers Will be done.
27.	Vendors Meeting Our Technical Specification Will Be Essential For Consideration Of Offer.
28.	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
29.	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.
30.	The correspondence between the bidder and BHEL through email is considered as valid document Legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties. If any difference is found in the terms in the Techno-commercial bid and price bid, the terms mentioned freezed after clarification sought through mail acceptable by BHEL will be considered
31.	**Cost Evaluation:** Evaluation will be done on **CUMULATIVE ITEMS BASIS** on the basis of **"Landed cost to BHEL TRICHY".** 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
32.	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.
33.	If the quoted prices by the L1 suitable vendors for net cash 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. (Wherever, if applicable)
34.	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
35.	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)
36.	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).
37.	**IMPORTANT NOTE:** BHEL WILL CONSIDER THE RANKING AFTER THE LOADING IS APPLIED AS REFFERED ABOVE WHEREVER DEVIATIONS ARE OBSERVED

38.	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
39.	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
40.	**Special Provisions for Micro and Small Enterprises (MSE)** 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. 25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women (Such enterprise will have to submit relevant document for proof of women ownership) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.) 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 with due validity or Udyoug Aadhar No** along with attested copy of a CA certificate (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 tender opening. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before tender opening. **Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate**. " Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories: (a) Enterprises owned by Scheduled Castes. (b) Enterprises owned by Scheduled Tribes. (c) Enterprises owned by Women (d) Enterprises owned by other than above two categories The enterprises under (a), (b) & (c) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category or women (Such enterprise will have to submit relevant document for proof of SC/ST or women ownership category) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.) If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier. **Note**: Wherever for splitting of order, if splitted quantity comes out <1, the splitting of order will not be feasible. (For MSE vendors). Further updates or any changes will be taken decision according to MSE procurement policy. Traders will be excluded from the above MSE benefit as per MSE public procurement policy. For MSE vendors getting award- In order to get benefit to MSE suppliers in Bill timely payment MSE supplier will have to send the original hard copy of Udyog Aadhaar No(UAN) supported by CA certificate of last fin yr .Scanned copy is not acceptable for MSE consideration. Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2006 subject to fulfilment of above procedure.
41.	Equipment 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.

42.	**PACKING AND MARKING**: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. (Wherever if applicable).
43.	Erection / 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
44.	Any warranty replacement during warranty period shall be supplied free of charge on **FOR BHEL, TIRUCHIRAPALLI** basis
45.	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
46.	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**)
47.	**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 **Tiruchirappalli** 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 Tiruchirappalli, and the language shall be English. The courts at Tiruchirappalli 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.
48.	The quality of the supplies should strictly conform to Technical specifications applicable for the item. The offer should specifically confirm this
49.	If any quality problem is pointed out by any BHEL unit w.r.t. supplied material, the same shall be settled and corrected immediately with the concerned BHEL unit, by the supplier. If the material cannot be accepted by BHEL, supplier has to replace the material with no extra cost. Collection of rejected material will be sole responsibility of the supplier. If there is any failure by the supplier to settle such quality problems, the matter will be considered very seriously and appropriate penal action may be initiated against the respective supplier
50.	BHEL shall be at liberty to accept any tender, part or in full, at their discretion without giving any reason
51.	Unloading at BHEL Unit / Site has to be done by the **SUPPLIERS** only. BHEL will not be in a position to provide any handling / unloading facilities.
52.	The supplier shall arrange for securely protecting and packing the material to avoid loss or damages during transit.
53.	There is no minimum quantity for placement of purchase order.
54.	BHEL shall be at liberty to cancel the requirement as per tender partially or fully at any stage, without giving any reasons partially or fully.
55.	In case of receipt of order vendor will need to send consignment/material as indicated in PO. In case of dispatch by courier/ Lorry kindly put/paste the Delivery challan (extra copy) on the top of packed consignment box & another copy of DC inside the box. Consignment should be forwarded to the PO **consignee address only** along with extra/Xerox copy of invoice (wherever applicable) .It should be supported with Delivery challan copy. **(Kindly do not forward any consignment to purchase dept. or do not address the consignment to the name of any official)**

56.	Vendor's confirmation for any terms & conditions should be uniform throughout the offer. In case any discrepancies is found in the quoted term & condition & Vendor's own format of quotation BHEL reserves the right to consider terms mentioned in Annexure-II
57.	Vendor may View Bill Status in www.bheltry.co.in -> materials management systems - > login id - Vendor Code and Password
58.	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.
59.	If winning bidder who gets the order are unable to login or still if you have any difficulty kindly let us know
60.	**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://bhel.abcprocure.com). 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.
61.	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.
62.	**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/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. 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%) 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. 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.
63.	**<u>Imports and Input Tax Credit (ITC):</u>** In GST regime, input tax credit of the integrated tax (IGST) and GST Compensation Cess shall be available to the importer and later to the recipients in the supply chain, however the credit of basic customs duty (BCD) would not be available. In order to avail ITC of IGST and GST Compensation Cess, an importer has to mandatorily declare GST Registration number (GSTIN) in the Bill of Entry. Provisional IDs issued by GSTN can be declared during the transition period. However, importers are advised to complete their registration process for GSTIN as ITC of IGST would be available based on GSTIN declared in the Bill of Entry. Input tax credit shall be availed by a registered person only if all the applicable particulars as prescribed in the Invoice Rules are contained in the said document, and the relevant information, as contained in the said document, is furnished in FORM GSTR-2 by such person. Customs EDI system would be interconnected with GSTN for validation of ITC. Further, Bill of Entry data in non-EDI locations would be digitized and used for validation of input tax credit provided by GSTN. Customs EDI system would be interconnected with GSTN for validation of ITC. Further, Bill of Entry data in non-EDI locations would be digitized and used for validation of input tax credit provided by GSTN. **Note: In cases where imported goods are liable to Anti-Dumping Duty or Safeguard Duty, calculation of Anti-Dumping Duty or Safeguard duty would be as per the respective notification issued for levy of such duty. It is also clarified that value for calculation of IGST as well as Compensation Cess shall also include Anti-Dumping Duty amount and Safeguard duty amount**
64.	High sea sales for import supply would not be accepted
65.	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)
66.	Suppliers will have to fill& send the SRF (Supplier registration form) if applicable.
67.	BHEL reserve the right for asking sample / drawing approval / Pre-Dispatch Inspection before bulk supply of the materials (If required)

68.	GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred
69.	Pay procedure will be initiated after acceptance of full lot of material & final submission of Bill in line with PO instructions &conditions, GST regulations. Also Pay procedure will be initiated only if the GST return is filed against submitted invoice to BHEL.
70.	***BILL PROCESSING METHOD"*** "Supplier has to ensure the full quantity of material delivery within given PO delivery date to process the bill for payment. In case supplier fails to deliver full quantity within delivery date, bills received after PO delivery date will be processed after final despatch of the total pending supply. Further, bills will be clubbed and forwarded for payment processing as a single bunch".
71.	For any clarification you can contact to *navanee@bhel.in, mpraja@bhel.in, subramanian.s@bhel.in* Contact nos. /04312575824 /0431254750/04312577427
72.	For more details please refer to Ref. NIT of BHEL's website **http://www.bhel.com** (tender notification page) or from the govt. tender website **http://tender.gov.in** (Public Sector Units Bharat Heavy Electricals Limited page) ***Important:*** All updates, amendments, corrigendum etc., if any will be posted only on the above website as and when required. There will be no publication of the same through any other media.
73.	The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants /service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

ANNEXURE - V

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