

REF: BHEL/ELE/266/75

Annexure-II**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
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. a) If, in the price structure quoted for the required goods services works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (c) and (d) above. d).If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date 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.abcpocure.com . The bidder would be required to register on the e-procurement market place https://bhel.abcpocure.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 THIRUMAYAM/ STORES/ PUDUKKOTTAI DISTT-622507 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 / THIRUMAYAM/ STORES/ PUDUKKOTTAI DISTT-622507 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 /Thirumayam and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us). For Foreign Bidders : (For Mode of shipment by Sea.) Bidders should submit their offer for CFR / Chennai Port basis with freight break up details PORT OF LOADING SHOULD BE INDICATED WITHOUT FAIL. CONTAINERIZED CARGO For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total Landed Cost. In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable". BREAKBULK CARGO For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge. Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to: Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival Discrepancy in documents Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port) II) All the shipments for the contracts (POs) finalized on CFR/CPT -Chennai Port, CIF/CIP-Chennai Port, DDU/DDP Chennai Port basis Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. The detention/demurrage charges arises due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only. Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge will not be borne by BHEL. The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are: CIC - Container Imbalance Charges/Surcharges EIC - Equipment Imbalance Charge/Surcharges

CAF - Container/Currency Adjustment Factor
 BAF - Bunker adjustment Factor
 RDS - Rupee Depreciation Surcharge
 CDS - Currency Depreciation Surcharge

AIR CARGO

FOB/(name of Loading) airport basis only.

Bidders should submit their offer for FOB/(name of Loading) airport basis/ CFR Chennai airport basis . Bidder will quote breakup of all applicable charges from EX-works, vendor's firm to CFR, gateway port. BHEL on its own discretion opt for suitable incoterms. Details of Gateway Airport with applicable Foreign Currency is attached in Schedule-F.

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".

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.
- 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 material. 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.	<u>Liquidated Damages / Penalty:-</u> 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). The LD shall be reckoned from the Contract delivery date to Cargo readiness date. Cargo readiness date means the following: EX-works/FOB terms of import supplies: Final inspection Agency's signed date in the Test Certificate in the case of TPI inspection is involved. Other than EX-works/FOB terms including FOR/Destination: Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/Railway Receipt date, whichever is later.
17.	<u>RISK PURCHASE:</u> 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.	<u>PREFERENTIAL DELIVERY:</u> (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
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.	<u>Cost Evaluation:</u> Evaluation will be done on the basis of " Total landed cost to BHEL THIRUMAYAM/ STORES/ PUDUKKOTTAI DISTT- 622507 ". For evaluation, the exchange rate (TT selling rate of SBI) on the date of bid opening shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous working day shall be considered. BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed Ranking (L-1, L-2 etc.) will be done only for the Techno-Commercially acceptable offers. Normally BHEL reserves the right to place order for individual items with different vendors. At special circumstance ranking shall be done on compatible basis which will be indicated through Enquiry special instruction General Notes.
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.	<u>Special Provisions for Micro and Small Enterprises (MSE)</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. 25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women The definition of MSEs owned by women Entrepreneurs is clarified as under: - In case of proprietary MSE, Proprietor shall be woman - In case of partnership MSE, the women partners shall be holding at least 51% share in the unit - In case of private limited companies, at least 51% shall be held by Women Promoters. (Such enterprise will have to submit relevant document for proof of women ownership during offer submission) (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: - Enterprises owned by Scheduled Castes. - Enterprises owned by Scheduled Tribes. - Enterprises owned by other than above two categories The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (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 Udyoug Aadhar 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, THIRUMAYAM/ STORES/ PUDUKKOTTAI DISTT-622507 .
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, THIRUMAYAM/ STORES/ PUDUKKOTTAI DISTT-622507 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.	Part Shipment or Transshipment is not preferred (For import supplies) 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 & CONCILIATION Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed by Head of the BHEL Units/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be _____ (the place from which the Contract is issued) The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause ----- above, the Courts at -----(PI incorporate the name of the place where the Principle Civil Court having ordinary original civil jurisdiction to decide question forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
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 BHEL Annexure
57.	Vendor may View Bill Status in www.bheltry.co.in -> materials management systems -> login id - Vendor Code and Password
58.	<u>For the New vendors-</u> In case of ordering bills against the PO shall be processed only on receipt of the following: - 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 - One Cancelled cheque of your account (from the concerned bank) must be sent. - 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.	<u>Authorization for participation in EPS portal through DSC: E-Tender.</u> <u>Participation requirements:</u> 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.abcpurchase.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. <u>For foreign Principal</u> 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/. <u>For Indian agent</u> 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.	<u>GST compliance for Indigenous suppliers (For supplies before 01.10.19)::</u> - In 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. - 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%) 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.

GST GUIDELINES to be followed (For supplies from 01.10.19)

Tender, PO supply terms for GST in line with new GST Return System from 01.10.2019:

For supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier s 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 (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- b. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- c. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - 1. Vendor declaring such invoice in Form GST ANX-1
 - 2. Receipt of Goods or Services and Tax invoice by BHEL

- e. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- f. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a.) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- h. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- i. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- k. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

63.

Imports and Input Tax Credit (ITC):

In GST regime, input tax credit of the integrated tax (IGST) and GST Compensation Cess shall be available to the importer and later to the recipients in the supply chain, however the credit of basic customs duty (BCD) would not be available. In order to avail ITC of IGST and GST Compensation Cess, an importer has to mandatorily declare GST Registration number (GSTIN) in the Bill of Entry. Provisional IDs issued by GSTN can be declared during the transition period. However, importers are advised to complete their registration process for GSTIN as ITC of IGST would be available based on GSTIN declared in the Bill of Entry. Input tax credit shall be availed by a registered person only if all the applicable particulars as prescribed in the Invoice Rules are contained in the said document, and the relevant information, as contained in the said document, is furnished in FORM GSTR-2 by such person. Customs EDI system would be interconnected with GSTN for validation of ITC. Further, Bill of Entry data in non-EDI locations would be digitized and used for validation of input tax credit provided by GSTN.

Customs EDI system would be interconnected with GSTN for validation of ITC. Further, Bill of Entry data in non-EDI locations would be digitized and used for validation of input tax credit provided by GSTN.

Note: In cases where imported goods are liable to Anti-Dumping Duty or Safeguard Duty, calculation of 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.	For any clarification you can contact to navanee@bhel.in, mpraja@bhel.in., surajkumar@bhel.in
70.	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.
71.	INDIAN AGENTS OF FOREIGN SUPPLIERS & DEALERS /TRADERS/DISTRIBUTORS OF OEM : BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time. If the offer is submitted by Agents, duly signed agency agreement shall be submitted along with the offer in Techno-Commercial bid. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services will be checked by BHEL, before opening of price bids(in case of 2 part bid). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com. The responsibility for successful execution of the contract lies with the OEM/ foreign principal. Either the Indian agent or dealer/trader/distributor on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item in the same tender. If offer is received by both Indian agent or dealer/trader/distributor and Principal/OEM, then the offer from Principal/OEM only will be considered. If an agent or dealer/trader/distributor submits bid on behalf of the Principal/OEM, the same agent or dealer/trader/distributor shall not submit bid on behalf of another Principal/OEM for the same item. If an agent or dealer/trader/distributor or submits bid on behalf of more than one Principal/OEM for a single item, his offer will be completely rejected for the concerned item. If at any stage it is found that the OEM has appointed an agent who - Is banned by BHEL OR - is an employee of a banned agent or - is found to be representing more than one OEM in the same tender the OEM(s) shall be disqualified
72.	In case of any short shipment or any rejection of item supplied, supplier will have to provide credit note as per GST rule.
73.	Over tolerance of quantity for material supply will not be acceptable in supply unless especially mentioned in tender.

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.O.1722(E) dated October 5, 2006 : Rs.....Lacs.

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

Rs.....Lacs

(Strike off whichever is not applicable)

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

Category under MSMED Act 2006.

Or

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

Date:

(Signature)

Name –

Membership number –

Seal of chartered accountant