



## ANNEXURE-A

### **I. PROCEDURE FOR ENTERPRISE PROCUREMENT SYSTEM (EPS)**

a. Interested bidders / Suppliers shall submit their offer through e-Procurement mode at <https://bheleps.buyjunction.in> Offers in any other mode will not be accepted. For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps.

#### **REQUIREMENTS**

1. A PC with Internet connectivity.
2. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)
3. The site is best viewed in Internet Explorer 9.0. If you are using Internet Explorer 10 or above then enable compatibility view available under Tools menu
4. Install Java 1.8 Update 67/72/79/77 ( 32 OR 64 Bit )

#### **MANDATORY REQUIREMENT:**

Suppliers interested for registration for BHEL Open Tenders should have a valid DSC (Digital Signature Certificate) before Proceeding forward for Registration. Herein a Valid DSC refers to an Active and unexpired Signing and Encryption Certificate, with specification Class III SHA 2 2048 bit.

#### **UNREGISTERED SUPPLIER IN EPS:**

Procedure for Online Registration in EPS for Open Tender Suppliers for BHEL

*Unregistered Supplier: Supplier visits EPS at <https://bheleps.buyjunction.in>*

#### **Please follow the below steps for registration**

1. Click Register Button (Top of the Screen)
2. Please input your organization PAN No (in case of Indian supplier) or click "Foreign" in case you are an overseas Supplier.
3. Click on INTERESTED Button against the respective BHEL Unit
4. Key in your desired login id (Login Code should be 8 - 24 characters in length and can only use numeric values) If you have registered by keying in PAN No. then your desired login id will be prefixed by "OTI", In case of overseas suppliers it will be prefixed with "OTF"
5. Fill in the other details.
6. Fill in the Captcha code and click next
7. Register your Signing certificate and click next
8. Select atleast one procurement category you may be dealing in.

Once the above steps are completed, your profile will be activated by mjunction within 2 business hours. After registering follow the steps provided in "For Registered Supplier" to view RFQ.

In case of any assistance, please call the following nos for support: **033-6601 1717 (From 9:30am to 5:30pm)**

NB:-

1 -- BHEL Administrator or user will have no role for approving Registration and Open Tenders and DSC for Any supplier who has registered himself from the front END which is in case of OT.

#### **FOR REGISTERED SUPPLIER IN EPS:**

- a. Supplier visits EPS home page
- b. Supplier signs in with their user id and password
- c. Selects the RFQ Code and views it.
- d. Attaches themselves to the RFQ by clicking the interested button
- e. Supplier fills the bid template and makes necessary attachments
- f. Supplier submits their bid by clicking CONFIRM.

In case of any assistance, please call the following Nos for support:  
033-6601 1717 (From 9:30am to 5:30pm)

**b.** Bidders are requested to quote their offer price on F.O.R Destination (BHEL/Stores) basis only (The basic price of the material quoted in the bid should be inclusive of Packing, Forwarding, freight and transit insurance, etc.). Ex-works offers will be summarily rejected without further clarification.

**c.** No charges shall be indicated as "Lumpsum" or "Approximate" in absolute value. All charges like taxes and duties should be clearly specified as "percentage" of the quoted rates.

**d.** If any sales tax is payable as extra to the quoted price should be specifically stated in quotations along with CST & TIN no failing which the purchaser will not be liable for payment of sales tax. Our TIN No. 33243560005 Dated. 01.01.2007, CST No.239383 Dtd.11.06.1991.

**e.** Manufacturer's name, trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.

- f. Products with I.S.I. certification marks will be preferred.
- g. The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept in Part or full without assigning any reason whatsoever.
- h. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- i. The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and mjunction Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.
- j. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

## **II.TERMS AND CONDITIONS OF THE ENQUIRY**

1. Offers should have a validity of minimum 90 days from the date of Technical bid opening. The quoted/Finalized rates shall be Firm till completion of the supplies including amendment / deviation / extension if any in quantity / date.

2. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.

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

### **4. Offers received from MSE vendors only will be considered for this Enquiry**

5.The order of split up ratio 70:30 is applicable for this enquiry. ie. 70% order will be awarded on respective L1 ranking and balance 30% order will be awarded on who accept the L1 rate by next ranking in sequence of L2,L3,L4...etc.

6. In case of counter offering, if L1 rate is not accepted by the any one of the vendors, such quantity will be ordered on L1 vendor.

7. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price. BHEL reserves the right to increase or decrease the tender quantity.

8. The rates are to be quoted on F.O.R. destination basis only (Inclusive of Packing, Forwarding, and Freight and Transit Insurance charges to supplier account). Other delivery conditions like Ex-works / Ex-Godown/ Transportation of materials through transport carriers from your works up to the transport carrier's office at Tiruchy and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us and such offers will be summarily rejected.

### **9. Payment Terms (Indigenous):**

Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials. Any deviation in the above payment term will attract loading as mentioned below.

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

### **10. Liquidated Damages (LD)clause.**

#### **Single delivery schedule:**

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

~~(Once the PO delivery due date is crossed, all the bills issued after the PO delivery date have to be clubbed till final dispatch and forwarded for processing of payment as a single bunch, ie. 100% Order should be completed for~~

processing the bill. LD percentage will be calculated from PO delivery due date to final despatch date for total order value.)

### **Staggered delivery schedule**

In case of staggered delivery schedule, if the Supplier fails to deliver the quantity of any line item of the P.O within the period specified in that line item, Purchaser shall deduct Liquidated Damages, 0.5% of the undelivered portion per week delay or part thereof subject to maximum of 10% of the total order value

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

**11. RISK PURCHASE:** Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefor. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in LD clause above.

**12. CENVAT CREDIT:** If any Excise Duty is payable, the Chapter Head / Sub-head reference and the rate of the duty should be quoted. If the tenderer is availing CENVAT credit for this input material, the effect of Proforma credit should be passed on to the purchaser. Tenderer under "CENVAT" shall be preferred. In case of ordering vendor should issue CENVAT invoice along with the material.

### **13. SALES TAX:**

If any sales tax is payable as extra to the quoted price it should be specifically stated in quotations along with CST & VAT Number failing which the purchaser will not be liable for payment of sales tax. Our TIN 33243560005 dt.01.01.2007 & CST no 239383 DT, 11.06.1991.

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

### **15. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) BIDDERS:**

i. 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 in acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per **Annexure I** where deemed validity of EM II certificate of five years have 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 bids at par with other bidders. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

ii. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.

iii. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a. Valid NSIC Certificate or
- b. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- c. EM II certificate along with attest copy of CA certificate (as per prescribed format at Annexure-I) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over

However credential of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause (i) at the time of tender evaluation.

**Conditional offers are likely to be rejected.**

**16.** The correspondences between the bidder and BHEL through email are considered as valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

**17. Disclaimer Clause:** Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

**18.** Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

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

**20.** The correspondence between the bidder and BHEL through email is considered as valid document legally though it is 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.

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

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

**23.** Bidders not confirming to the enquiry specifications will be disqualified.

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

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

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

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

**28.** For verification of data submitted towards evaluation of bidder's capability, BHEL may decide to visit the bidder(s) works. Any fact found deviating from submitted data shall make the bidder liable to be disqualified.

**29.** Any other conditions which might have been quoted by the seller and are in contravention to the terms and prescribed in the enquiry and which have not been specifically accepted by purchaser will not be applicable to the contract.

**30.** 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.

**31. ARBITRATION:** All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirapalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract

**ANNEXURE –B**  
**COMMERCIAL TERMS CONFIRMATION REQUIRED FROM THE SUPPLIERS**  
**TO BE SUBMITTED ALONG WITH PART – I (TECHNO COMMERCIAL BID)**

S. NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION / DEVIATION (STRIKEOUT WHICHEVER IS NOT APPLICABLE)
1	VALIDITY	90 DAYS FROM THE BGD DATE OF TECHNICAL BID OPENING	NON DEVIATABLE
2	PRICE QUOTED	FOR-DESTINATION BHEL STORES / TRICHY	NON DEVIATABLE
3	EXCISE DUTY WITH CESS	SUPPLIER OPTION	INCLUSIVE / EXTRA _____ %
4	VAT / CST against form 'C'	SUPPLIER OPTION	INCLUSIVE / EXTRA _____ %
5	DEIVERY SCHEDULE	<b>60 days from the date of PO (staggered delivery)</b>	NON DEVIATABLE
6	PAYMENT TERMS	AFTER 45 Days FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIALS AT BHEL (For details please read S.No:9 of "Annexure – A")	ACCEPTED / NOT ACCEPTED
7	LD CLAUSE	0.5% PER WEEK TO MAXIMUM OF 10% (For details please read S.No:10 of "Annexure – A")	NON DEVIATABLE
8	RISK PURCHASE CLAUSE	(For details please read S.No:11 of "Annexure – A")	NON DEVIATABLE
9	PRICE VARIATION	NO PRICE REVISION SHALL BE ENTERTAINED TILL COMPLETION OF ORDERED QUANTITY INCLUDING EXTENSION / VARIATION IF ANY.	NON DEVIATABLE
10	CONTACT PERSON DETAILS	NAME: MOBILE NO: EMAIL :	To be filled mandatorily
11	<b><u>CONFIRMATION OF SPECIFICATION:</u></b> AS PER ENQUIRY SPECIFICATION		CONFIRM / NOT CONFIRM
12	2 Copies of Test Certificate are to be enclosed along with DC.		CONFIRM / NOT CONFIRM
13	Bidders have to confirm that, whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL. <b>(With reference to S.No.18 of Annexure – A).</b>		YES / NO
14	<b>Offers received from MSE vendors only will be considered for this Enquiry.</b>		<b>NON DEVIATABLE</b>
15	<b>Documents as called in Sl.No.15 of terms &amp; conditions attached (MSE Status)</b>		<b>ATTACHED / NOT ATTACHED</b>

**IMPORTANT NOTE:**

**Item wise confirmation of this format is essential to consider your offer.**

SIGN AND SEAL OF THE AUTHORIZED  
PERSON TO SIGN THE TENDER DOCUMENT

**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



## ANNEXURE - N

**BHARAT HEAVEY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI - 620 014**

**(FOR NEW VENDORS ONLY)**

SI No	Details	Document Submission
	Nature of ownership & relevant documents	
1	<b>Proprietorship</b> Professional Tax Regn	YES / NO
	Municipal Regn	YES / NO
	<b>Partnership firm</b> Partnership Deed	YES / NO
	<b>Co-operative society</b> Society rules & bye laws	YES / NO
	<b>Private/Limited Company</b> Memorandum & Articles of Association	YES / NO
	<b>State Govt. / Govt. Of India Undertaking</b> Memorandum & Articles of Association	YES / NO
	2	<b>Nature of Business</b> (Manufacturing Unit) (Indian Subsidiary - attach authorization certificate of principal)
2	<b>Manufacturing range &amp; facilities: (If applicable)</b> • List down the product range & specification details. • List of Manufacturing facilities/equipment's (including material handling facility)	YES / NO
3	Licence details of the factory	YES / NO
4	• Permanent Account No	YES / NO
	• Central Sales Tax registration number	YES / NO
	• State Sales Tax / TIN number	YES / NO
	• Excise Duty Registration number	YES / NO
	• Excise Control Code number	YES / NO
	• Service tax registration number	YES / NO
	• Regn number of category as per MSMED Act (If applicable)	YES / NO
5	<b>If registered with any other BHEL unit</b> • Letter of registration with BHEL unit (If applicable)	YES / NO
6	Accreditation certificate for ISO:9001 / TOC of Quality System manual / ISO:14000 / OHSAS ISO 18000 (If applicable)	YES / NO

**SIGN AND SEAL OF AUTHORIZED PERSON**