



An ISO 9001
Company

Bharat Heavy Electricals Limited
(High Pressure Boiler Plant)
Tiruchirappalli-620 014, Tamil Nadu, India
Dept: MATERIALS MANAGEMENT/BOI

Enquiry Terms and Conditions
ACCEPTANCE OF TECHNO - COMMERCIAL TERMS & CONDITIONS BY THE
BIDDERS

Description of the Equipment:		SEAL AIR FILTER
Enquiry No:		Enq No 1802000801 dt. 21.12.2020
Sl. No	Terms and conditions	Vendor's confirmation
1 (a)	Technical: Supply shall be as per BHEL's Technical Specifications TOS:1422/Rev 01 attached with the enquiry, without deviation.	
1(b)	Follow Standard Quality plan for Seal Air filter -SQP:SD:21 Rev 00 to be followed	
1 (c)	Inspection by BHEL Approved Third Party Inspection Agencies/BHEL/Customer at vendor works before dispatch is applicable. Shipment shall be made only after obtaining despatch clearance from BHEL	
1 (d)	Offer will be considered as Single package basis for evaluation & ordering, as indicated in the tender. Evaluation will be on total cost to BHEL, after all loadings as applicable.	
1 (e)	Pl note that your offer consideration is subject to Techno- Commercial Suitability	
2	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with Price Variation Clause (PVC) will not be considered.	
3	The tender will be operated in two part bid system. One-part consisting of Technical bid with Commercial terms & conditions and other part is Price Bid. Based on the above and other conditions, as well as technical capability, vendors will be short-listed. The Techno-commercial bid will be opened on the due date and based on the suitability of techno-commercial bid, the price Bid of the techno-commercial suitable qualified vendors will be considered and opened through EPS (Not through Reverse Auction) on a suitable date with due intimation to vendors.	
4	Delivery term FOR- Panki Project Site/UP State, Packing & forwarding and Freight to vendor's account. (RFQ SI Nos-10) Transit Insurance is on BHEL scope	
5	Payment terms: 100% direct payment after 60 days from the date of dispatch against acknowledgement.	
6 (a)	Liquidated damages: Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of 0.5% of the pending PO value per week of the delay or part thereof subject to a maximum of 10% of the	

	total order value. In case of PO placements, required documents have to be submitted for approval within 15 days from the date of PO & reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.	
6 (b)	<u>Loading Criteria on LD term for arriving the L1 rate:</u> Any deviation on BHEL LD clause, loading (Offered Value) will be applied to the extent to which it is not agreed by the bidder. *Acceptance of LD on undelivered portion will be loaded at the rate of 10% (max).	
7 (a)	<u>Guarantee / Warranty Period:</u> The offered system shall be guaranteed for 24 months from the date of supply or 18 months from the date of commissioning, whichever is earlier	
7 (b)	<u>Loading Criteria:</u> <u>Guarantee / Warranty Period:</u> No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.	
8	<u>Risk purchase:</u> If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL 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 despatch within the delivery period mentioned in the Purchase Order.	
9	<u>Delivery Period:</u> 8 weeks from receipt of PO	
10	LR date will be considered for LD calculation.	
11	<u>Validity:</u> 90 days minimum from techno commercial bid opening (Part-1). Any Deviation with respect to validity your offer is liable for rejection. Ensure your quoted rates will have 90 days minimum validity from techno commercial bid opening. The delay in responding to BHEL technical clarification beyond four days will be subsequently added to the validity period, Revised Price Bids will not be encouraged.	
12	<u>Inspection and testing requirements:</u> Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing (All documents shall be submitted within 15 days from the date of PO for our approval), Technical spec & QP and all test certificates are to be submitted in complete set. Inspection notice period: For TPI inspector visit to vendor works, a minimum of 3 working days' notice period is required well in advance from the proposed date of inspection	
13	<u>Repair & replacements:</u> Within the guarantee period vendor has to replace / rectify the defective/damaged items on free of cost within a reasonable time of reporting from our end.	
14	Documents are to be submitted along with technical bid (Part-1) 01. Covering letter	

	02. Unpriced offer. 03. Filed technical specification 04. Filed BHEL Terms and condition sheet (Annexure-A) 05. Catalogue's 06. List of Spare parts Documents are to be submitted along with Price bid (Part-2) 01. Priced offer Note: All the pages of documents are to be signed and stamped by authorized signatory of the company.	
15	<u>MSE Applicability as per Annexure C. The vendors shall furnish valid certificates (Latest audited CA certificate & UAM) as per annexure C, for availing the benefits of MSE with deemed validity in the offer itself.</u> Note: As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME regarding change in definition of Micro, Small & Medium Enterprises (MSMEs) applicable w.e.f. 01.07.2020, you are hereby requested to obtain 'UDYAM Registration' and submit the same. <u>Note for MSE vendors.</u> 1. Udyam Registration is a new process of MSME Registration launched by the Ministry of Micro, Small and Medium Enterprises on July 1, 2020 2. All existing enterprises registered under EM-Part-II or UAM or any other registration issued by any authority under the Ministry of MSME are required to register again on the Udyam Registration portal (https://udyamregistration.gov.in). Such enterprises are required to apply and obtain Udyam Registration on or after 1st July 2020. 3. On registration, an enterprise is assigned with a permanent identity number, known as "Udyam Registration Number". An e-certificate, namely, "Udyam Registration Certificate" will be issued on completion of the registration process. 4. The MSE status of existing enterprises registered prior to 30th June 2020 shall be valid only till 31st March 2021. (i.e.) Udyam Registration Certificate is mandatory for all MSME enterprises from 1st April 2021.	
16	<u>Make in India:</u> For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017, 28.05.2018 & 04.06.2020 issued by DPIIT 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%. “For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local Supplier/ Non- Local supplier and purchase preference to Class I local supplier, as defined in Public Procurement (Preference to make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, The same shall be applicable even if issued after issue of This NIT, but before opening of part-II bids against his NIT” For more details, pls. refer the 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.	
17 a	<u>Important Information for Indigenous Suppliers:</u>	
	Kindly indicate the GST No of your Firm	
	Kindly Indicate the HSN Code for the Enquiry item.	
	Please indicate the applicable GST % (IGST, SGST, CGST)	
	Kindly Note the BHEL Trichy Unit GST NO : 33AAACB4146P2ZL	
17 b	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number 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. <u>In Case of Order Placement:</u> 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. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). 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. All dispatch and quality 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	

	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	
	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.	
	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. For this, Debit note will be issued by BHEL indicating the respective supply invoice number. Debit note will be available on our B2B portal.	
Note:	BHEL may negotiate the L1 rate, if not meeting our budget/estimated cost. BHEL may re-float the tender opened, if L1 price is not the acceptable price to BHEL. Any deviation in specified commercial terms- Annexure B, will lead to rejection of offer. Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure A only.	

Vendor's Seal and Signature