

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVT.OF INDIA UNDERTAKING)

HIGH PRESSURE BOILER PLANT

TIRUCHIRAPPALLI-620 014

Annexure-A**TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BIDS)**

1.	Description of item/s, Quantity & Technical Specifications : As per Annexure-C of tender Enquiry.
2.	Pre-Qualification Criteria are given in Annexure-B of tender enquiry.
3.	Delivery period: within 90 days from the date of Purchase order.
4.	The tender will be operated on Two part bids basis i.e. Part I -Techno-Commercial Bid & Part II- Price Bid in NIC PORTAL (https://eprocurebhel.co.in) ONLY. Part-I Techno-Commercial Bid : It contains 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-A. Part-II Price Bid : It contains the input form for quoting price for all the enquired items in NIC (https://eprocurebhel.co.in) Portal.
5.	This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 part offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) portal only.
6.	Offer should not be addressed to any individual's name / designation.
7.	Attached documents/tenders should be free from CORRECTION AND ERASURES. Any correction in any attached document should have been attested.
8.	Annexure-D (Vendor details and Commercial terms) of tender enquiry is to be duly filled, signed and to be submitted by the bidder.
9.	Vendor's confirmation for any terms & conditions should be uniform throughout the offer. Terms agreed in Part-1 Techno commercial Bid and in subsequent clarifications (if any) are final, Terms mentioned anywhere else by the bidder will not be considered).
10.	In case of deviation(s) with any clause(s) of this Annexure-A, is/are to be explicitly indicated by the bidder by indicating the clause number and specific deviation against it. Otherwise it will be presumed that you are accepting BHEL's terms and conditions without any deviation.
11.	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the Enquiry/Annexure-A and which have not been specifically accepted in by purchaser will not be applicable to the contract.
12.	If the due date of tender opening happens to be a holiday, those tenders will be opened on next working day for which corrigendum will be issued.
13.	Documents submitted with the offer shall be signed and stamped by authorized representative of the bidder.
14.	The bidder shall submit his response through bid submission to the tender on EPS website at https://eprocurebhel.co.in The bidder would be required to register on the EPS website at https://eprocurebhel.co.in and submit their bids online. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.
15.	Normally offer is to be submitted within due date only. Any tender due date extension request is to be given on or before 48hrs of due date & time.
16.	Validity of quoted rates should be maintained minimum 120 days from the date of Tender opening (Technical Bid) for ordering. The quoted/Finalized rates shall be Firm till completion of the supplies.
17.	Suppliers shall quote their rates on FOR-BHEL THIRUMAYAM STORES basis ONLY and in INR only with inclusive of all charges if any (like Packing & Forwarding charges, Freight & Insurance charges etc.). Quoted price should be exclusive of GST. Applicable GST percentage (additional to the quoted price) to be indicated in Part 1 techno-commercial bid. All the items should be supplied at our STORES, at your own cost. Offers with any other delivery conditions is not acceptable.

	<p>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 and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us.</p>
18.	Transit Insurance shall be in the scope of the supplier.
19.	Price Variation Clause (PVC) is not acceptable and offer with PVC clause shall be rejected.
20.	<p>Payment Terms</p> <p>For Indigenous (Non-MSE) Bidders: Payment term is "100% direct EFT payment after 60 days from the date of receipt and acceptance of materials at BHEL STORES.</p>
21.	<p>Liquidated Damages / Penalty: - The delivery of the goods in the purchase order should be made within the time prescribed. LD for delay in Supply will be applicable to the delays attributed to vendor. LD for delayed Supply shall be @ 0.5% of total PO value for per week of delay or part thereof subject to a maximum of 10% of total PO value.</p> <p>Note:</p> <ol style="list-style-type: none"> Any deviation from the above LD clause, loading will be considered to the extent to which it is not agreed by the bidder. For Indigenous: FOR order - LD will be reckoned from the date of LR/RR/BL / e-way bill/ Invoice whichever is later.
22.	<p>Documents required</p> <ol style="list-style-type: none"> The following documents are to be sent along with consignment to store: One Duplicate for Transporter copy of tax invoice + one extra copy of tax invoice + Delivery challan + LR COPY/E-Way bill + MTC/TC/Compliance certificate (as applicable) + Guarantee/Warrantee certificate (if applicable). Seller Tax invoices (Original for Recipient + Duplicate for Transporter) either in Original hard copies or Digitally Signed Soft copies along with copy of LR /courier Receipt/ Speed Post Receipt/ E-Way bill are to be sent to MM/Purchase, BHEL, Trichy for bill processing.
23.	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 .
24.	If Guarantee / Warranty period is applicable as per tender specification, No deviation is permitted and deviated offers are liable for rejection
25.	Suppliers shall ensure, that all terms & conditions as per GST act is followed.
26.	TAXES AND DUTIES : GST rate and HSN Code for each items are to be quoted .
27.	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 clarified from the bidders on technical and commercial points.
28.	Bidders has to meet our technical specification and PQC for consideration of their offer.
29.	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
30.	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.
31.	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 discrepancies found in the Techno-commercial bid, the final terms will be finalised after clarification sought through mail/EPG portal by BHEL will be considered.
32.	<p>Cost Evaluation:</p> <p>Evaluation will be done on Cumulative Basis (combining all the items) and on the basis of "Landed cost to BHEL STORES". Suppliers shall quote for all the items. If not quoted for all the items, offer is liable for rejection. BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed (in LD clause). The evaluation currency for this tender shall be INR.</p>
33.	In case of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. Incase more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly; BHEL's decision in such situations shall be final and binding.

34.	BHEL reserves the right to negotiate or re-float the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons (Wherever if applicable).
35.	Offers with pre-conditions (like conditional discounts) for price are liable to be rejected.
36.	PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
37.	Erection / commissioning (if applicable as per tender technical specification) charges , should be clearly mentioned in the offer or else confirmation by the supplier stating that Erection / commissioning will be done at free of cost should be available in the offer.
38.	Any warranty replacement during warranty period shall be supplied free of charge on FOR-BHEL STORES basis.
39.	The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., if called for in the Technical Specification, in the required number of copies at no extra cost.
40.	<p>ARBITRATION:</p> <p>I. 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 the 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 the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Trichy (the place from which the Contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>Subject to the arbitration in terms of clause as above, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations 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.</p> <p>II. In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p>
41.	<p>FRAUD PREVENTION POLICY:</p> <p>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</p>
42.	<p>IN THE EVENT OF FORCE MAJEURE:</p> <p>i) Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.</p>

	<p>ii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>iii) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>iv) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p>
43.	In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website http://www.bhel.com .
44.	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com .
45.	The quality of the supplies should strictly conform to Technical specifications applicable for the item. The offer should specifically confirm this.
46.	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. 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.
47.	There is no minimum ordering quantity (MOQ) for placement of purchase order.
48.	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.
49.	Consignment should be forwarded only to the PO consignee address and not to be forwarded to purchase department.
50.	Vendor may View Bill Status in https://trichy.bhel.com/mm/index.jsp with their login id (Vendor Code) and Password.
51.	For New vendors: In case of ordering bills against the PO shall be processed only on receipt of the following in original: <ul style="list-style-type: none"> a) Hard copy of EFT Format (will be provided at the time of PO) duly filled-in in a Single Page with all the certification formalities by supplier & supplier's bankers b) One Cancelled cheque of supplier account (from the concerned bank).
52.	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.
53.	<p><u>Authorization for participation in EPS portal through DSC: E-Tender.</u></p> <p><u>Participation requirements:</u></p> <p>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://eprocurebhel.co.in). 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.</p>
54.	Since GST is implemented, the taxes & duties will prevail as per the government notification/ guidelines. Our GST registration number. 33AAACB4146P2ZL . Suppliers may quote their GST number with valid proof in the quotation. Also before quoting of tender it is suggested to consider all the factors in line with GST guidelines for input tax credit to arrive ranking of quoted suppliers.
55.	<p><u>Tender terms for GST in line with GST Return System:</u></p> <p>1. 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</p>

	<p>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.</p> <ol style="list-style-type: none"> 2. Invoices will be processed only upon completion of statutory requirement and further subject to following: Vendor declaring such invoice in Form GST ANX-1 Receipt of Goods or Services and Tax invoice by BHEL. 3. 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). 4. 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. 5. 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. 6. 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. 7. 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. 8. 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. 9. 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.
56.	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).
57.	BHEL reserve the right for asking sample / drawing approval / Pre-Dispatch Inspection before bulk supply of the materials (If required).
58.	GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred.
59.	Pay procedure will be initiated after acceptance 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.
60.	Patent Right: The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

61.	<p><u>BILL PROCESSING METHOD</u></p> <p>“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”.</p>
62.	<p>➤ The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.</p> <p>➤ The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL’s terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.</p>
63.	<p>For more details please refer to Ref. NIT of BHEL’s website http://www.bhel.com (tender notification page) or NIC portal (https://eprocurebhel.co.in).</p> <p><i>Important:</i> 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.</p>
64.	<p>For any clarification you can contact to govindaraj@bhel.in Contact No.: 04312574354.</p>