

**Tender Terms and Conditions**

Enq Ref: H012500063 dt.13.03.2025, Due On: 15.03.2025 (14:00 HRS)

**TERMS & CONDITIONS:**

- 1) Please quote your Price on FOR BHEL HPVP Stores, Visakhapatnam basis.
- 2) **Price Evaluation:** Price shall be considered on Landed Cost basis or item wise basis (Cost to BHEL-HPVP, VSP - 12). Landed cost shall be worked out on price quoted including Quantity, Freight, Transit Insurance, loading on deviations, Custom Duty, loading as per Customs Notifications and Goods & Service Tax (GST) after taking out Input Tax Credit benefit, as applicable. The Comparative Statement shall be worked out on overall Landed Cost basis (Total Cost to BHEL) for the Item Wise.
- 3) The Comparative Statement of the price prepared on the reference date shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors.
- 4) The lowest price received against the above Tender need not be commercially lowest price & BHEL-HPVP, VSP - 12 reserves the right to NEGOTIATE the same.
- 5) BHEL-HPVP, reserves the right / option to REFLOAT the Tender if price is not the lowest acceptable price to BHEL-HPVP.
- 6) **Payment Terms:** 100% Payment will be made within 45 days (for Micro and Small Enterprises), 60 days (For Medium Enterprises) and 90 days (For NON MSME Enterprises) from the date of receipt and acceptance of material. However, GST portion of invoice shall be released only upon a) Vendor declaring the invoice in his GSTR-1, b) Receipt of Goods and Tax Invoice by BHEL & c) Confirmation of payment of GST thereon by vendor on GSTN Portal.  
If the offer is not in line with the same, the following loading criteria will be adopted for evaluation (Offer with Payment Term as Payment against Proforma Invoice shall be rejected)
- 7) **Loading Criteria for Payment Terms:** Vendor should accept the payment terms specified above. However for any deviation to the payment terms offered with reference to the above criterion will be loaded with prime lending rate of SBI prevailing on date of opening of technical bid + 6%, which shall be computed for the differential period between BHEL Visakhapatnam terms of payment and the offered basic price.
- 8) Please submit your sealed quotation in TWO PART BID (PART I- Techno Commercial & Unpriced Bid, PART II - Priced Bid in separate covers) before 2 p.m on or before the due date.
- 9) If you are not able to quote, please send your regret with the reasons.
- 10) Offer validity should be 90 days from tender opening date.
- 11) HPVP- BHEL reserves the right to increase/ decrease the qty.
- 12) Fax / mail offers will not be accepted.
- 13) Delivery required on Ex stock basis.
- 14) Supplier should confirm the acceptance for Part order quantity.
- 15) Inspection of material by BHEL HPVP on receipt of materials at our Stores or by BHEL approved inspection agency & rejected material if any is to be replaced within one week.
- 16) **Liquidated Damages (LD):** LD will be levied @ 0.5% of the price for each week of delay or part thereof up to a maximum of 10%(In case of recovery of LD, applicable GST also will be recovered. LD will be levied on total order value.
- 17) **Loading Criteria for LD:** Any deviation from above LD Clause to the extent for which LD is not agreed by the vendor i.e., differential % value will be loaded on basic price, e.g. If some vendor agrees for say maximum of 4% LD then his price will be loaded by 6% (10 -4) of his quoted basic price.
- 18) Special Provision for Micro and Small Enterprises (MSE) is enclosed at Annexure 1.
- 19) **ARBITRATION:** Notwithstanding anything contained in any document whatsoever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by Head of the Unit, BHEL, HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by such Head of the Unit as aforesaid, shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred

to arbitration at all. The venue of arbitration shall be such place as may be Fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all the parties to the contract.

20) **JURISDICTION:** Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated elsewhere in the country.

21) **RISK PURCHASE:** The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.

22) **REJECTION REPLACEMENT:** Rejected material, if any, after receipt of material at our end, shall be replaced by you immediately free of cost and also on freight paid basis.

23) **GST Clause:** The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.

The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Plates and Vessels Plant, Visakhapatnam is "37AAACB4146P7Z8" with state Code as "37" and State Name as "Andhra Pradesh".

No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.

Supplier shall mention their GSTIN registration number(GSTIN) 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).

The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.

In case GST credit is delayed/denied to BHEL due to non/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 shall be recoverable from vendor along with interest levied/leviable on BHEL.

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 along with interest levied / leviable on BHEL.

Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-HPVP due to fault / noncompliance by the vendor will be to the vendor's account.

**24) Please fill the checklist for commercial terms enclosed at Annexure-A and submit the signed and stamped copy of the same along with your technical bid.**

**25) Please indicate any deviations from NIT Terms & Conditions in your offer (In case of two part bid in the technical offer). If no deviations are mentioned in the offer/quotation, all the Terms & Conditions given in the NIT are deemed to be accepted by the vendor.**

25) Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of Person(s) signing the bid else bid shall be liable for rejection. All overwriting / cutting etc., will be numbered by bid opening officials and announced during bid opening.

26) For this procurement, the local content to categorize a supplier as a Class I local supplier/Class II local supplier/Non-Local supplier and purchase preference to class I local supplier, is as defined in public procurement (preference to make in India), order 2017 dated 04.06.2020 issued by DPIIT. In case 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 this NIT.

27) During tender evaluation, sometimes situation arrives where more than one bidder emerges as L1. *"In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders."*

*In case 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".*