



An ISO 9001
Company

Bharat Heavy Electricals Limited

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

Annexure – A- Terms and Conditions

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

Description of the Equipment:		Micro switches
Enquiry No:		
Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	Technical: Supply shall be as per Specification TDC:TCI:273/Rev.01	
2	Inspection by TPI at vendor works	
3	<u>Firm Price:</u> The quoted / finalised rates shall be Firm till execution of the supplies. Offer with Price Variation Clause (PVC) will not be considered.	
4	The tender will be operated on Two part bid basis and you are requested to submit your offer in e - portal viz., Techno-commercial bid and Price bid together.	
5	<u>Delivery term</u> Delivery term: FOR-BHEL Trichy Transit Insurance is under BHEL scope.	
6	<u>Payment term</u> "100% direct EFT payment after 60 days from the date of acceptance of material. For MSE Vendors, MSE payment term will be applicable as per MSE act.	
7	<u>Liquidated damages:</u> 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 condition as "0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value"(FV).	
8	<u>Guarantee / Warranty Period:</u> Guarantee clause 18 months from the date of supply or 12 months from the date of actual put in use, whichever is earlier.	
9	Risk purchase clause: In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract. a) The decision of BHEL with regard to the additional expenditure /	

	<p>difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</p> <p>b) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <ul style="list-style-type: none"> • from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract. • from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit <p>c) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p> <p>d) Withdrawal of offer after price bid opening or varying the same in any manner within the validity period, but before the placement of order will be liable for suitable action for suspension of further business with the vendor as per BHEL corporate procedures.</p> <p>e) Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/vender.php (Guidelines for suspension of business dealings with suppliers/ contractors).</p>	
10	Delivery Period: 120 days from PO Date Material shall be dispatched only after obtaining dispatch clearance from BHEL.	
11	LR date or E way bill (whichever is later) will be considered for LD calculation.	
12	Validity: 60 days minimum from techno commercial bid opening (Part-1). Any Deviation with respect to validity your offer will not be considered. Ensure your quoted rates will have 60 days' minimum validity from techno commercial bid opening. The delay in technical clarification beyond four days will be subsequently added to the validity period, Revised Price Bids will not be encouraged.	
13	Inspection and Testing requirements: Inspection and testing requirements are to be carried out as per the approved documents, vide our original PO, as indicated in the enquiry. 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	
14	Repair & replacements: 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.	
15	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.	
16	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.	
17	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	

18	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	
19	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).	
20	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.	
21	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	
22	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.	
23	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.	
24	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.	
25	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.	
26	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	

<p>27</p>	<p>Fraud Prevention Policy 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>	
<p>28</p>	<p>Resolution of Disputes The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Terms and conditions. The Annexure X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.</p> <p>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 as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force. 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 Trichy, Tamil Nadu, India 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 Trichy, Tamil Nadu, India 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 vendor shall proceed with and continue without hindrance the performance of its obligation under</p>	

	<p>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>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 commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>	
29	<p>Force Majeure clause</p> <p>a. 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>b. 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>c. 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>d. 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>	
30	<p>Note: 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.</p>	

Vendor's Seal and Signature



PURCHASE / MM / BOI
Annexure- D ENQUIRY DEVIATION

429-024						PAGE	1	OF	1
SCHEDULE OF DEVIATION TO BOI ENQUIRY NO:						DATE			
DESCRIPTION			Micro switches						
SPECIFICATION			TDC:TCI:273/Rev.01						
DRAWING NO									
QUALITY PLAN									
PACKING PROCEDURE									
DOCUMENT REFERENCE			BHEL CALLED FOR			FIRM'S ALTERNATIVE OFFER			
Supply Should be as per Specification TDC:TCI:273/Rev.01									
SPECIFICATIONS AND REQUIREMENTS IN FULL TO YOUR ENQUIRY.									
STATION:									
DATE:			SIGNATURE OF FIRM'S REPRESENTATIVE				FIRM SEAL		
NOTE 1. Deviations should be taken only in the extreme case.									
2. If necessary, use additional sheets with page control number.									

BHEL TRICHY
MM/BOI
ANNEXURE – C
Pre-Qualification requirements (PQR)

Sl.NO	Description	Vendor Confirmation
1	For offered Microswitches, vendor shall have proven record of continuous trouble free operation for a minimum period of 5 years.	

Offers are liable for rejection, if not satisfying above pre-qualifying criteria.