

ANNEXURE - A

BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI-620 014 CAPITAL EQUIPMENT /MATERIALS MANAGEMENT

TERMS AND CONDITIONS OF THE ENQUIRY

1.	This enquiry is made on urgent basis kindly send your quotation within the schedule opening date Kindly write the reference No. MM/CE/89906951/2024/PE on top of the offer cover	
2.	The tender will be operated on Single part bid. (Techno-Commercial Bid and Price Bid together)	
3.	Email ID:	tender_cell@bhel.in
4.	Attached documents with the offer shall be signed and stamped in each page by authorized representative of the bidder	
5.	Validity of quoted rates should be maintained minimum for 60 days from the date of Tender opening. The quoted/Finalized rates shall be Firm till completion of the supplies	
6.	The rates are to be quoted on F.O.R. BHEL STORES, TRICHY (TN) basis. Offers with any other delivery conditions is not acceptable.	
7.	<p><u>Payment Terms (Indigenous):</u></p> <p>Payment term is “100% direct EFT payment after 10 days from the date of receipt and acceptance of materials at BHEL Stores and submission of warranty certificate”.</p> <p>The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Chelan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department.</p> <p>Payment other than credit payment will not be acceptable & will be rejected. Offers of <u>Suppliers</u> with payment terms as LC / Advance Payment, Payment through bank etc. will be rejected</p>	
8.	<p><u>Liquidated Damages / Penalty:</u> -</p> <p>LD for delay in ‘Supply’ will be applicable to the delays attributed to vendor. The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value subject to a maximum of 10% of total PO value.</p> <p>For the purpose of levying LD, the date of shipment (LWB date) will be considered.</p> <p>In case any bidder is not accepting the above LD clause for delayed Supply, the offer of bidder is liable for rejection.</p>	
9.	<p><u>RISK PURCHASE:</u></p> <p>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 previous supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, best and the nearest available substitutes therefore. 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 our LD clause.</p> <p>Risk Purchase clause will be applicable. Deviated offers with non-acceptance of Risk Purchase clause will lead to rejection of offer.</p>	
10.	<p><u>PREFERENTIAL DELIVERY:</u></p> <p>(Applicable in the case of BHEL’s Enquiry specifies Preferential Delivery in the Special Instructions) It should be noted if a contract is placed on a higher tendered as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R destination, including all elements of freights, Sales tax, duties and other incidents, incidental in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract, such difference amount in addition to penalty at the rate mentioned in our LD clause.</p>	
11.	If Guarantee / Warranty period is applicable as per tender specification, No deviation permitted and deviated offers are liable for rejection	
12.	While quoting price, it will be ensured that all terms & conditions as per GST act is followed	
13.	<u>TAXES AND DUTIES:</u> GST IN no, HSN CODE, GST rate for each items are to be quoted	
14.	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	

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15.	<p>Cost Evaluation: Evaluation will be done on "ITEM WISE LANDED COST" to BHEL STORES, TRICHY (TN). BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed Ranking (L-1, L-2 etc.) will be done only for the Techno-Commercially acceptable offers. In the event of more than one vendor becoming L-1 for any of the item / items, the enquiry quantity for those item / items may be shared equally among all the L1 vendors</p>
16.	If the quoted prices by the L1 vendors for net cash out flow to BHEL is same and quantity splitting is not feasible, in such case revised price bid may be asked from those respective suppliers for the respective item/items. (Wherever, if applicable)
17.	BHEL reserves the right to increase or decrease the tender quantity and split up the tender quantity among more than one vendor at the lowest acceptable price to BHEL and place order accordingly in any proportion at our own discretion
18.	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. (Wherever if applicable)
19.	BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons. (Wherever if applicable).
20.	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted by purchaser in written will not be applicable to the contract
21.	Final inspection and acceptance of equipment will be after installation at STORES, TRICHY (TN)
22.	PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. (Wherever if applicable).
23.	Any warranty replacement during warranty period shall be supplied free of charge on STORES, TRICHY (TN) basis
24.	<p>ARBITRATION: All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL Trichy and Vendor 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 conciliation 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 Tiruchirappalli 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, Vendor shall continue to do the work as per terms & conditions of Contract.</p> <p>Any dispute arising out of or in connection with this Agreement shall be finally settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 as may be amended from time to time. Executive Director / BHEL, Trichy – 620 012 or his authorized representative shall be the Sole Arbitrator and his decision shall be final and binding on both the parties. The place of arbitration shall be Tiruchirappalli, and the language shall be English. The courts at Tiruchirappalli shall have exclusive jurisdiction on any dispute arising out of or in connection with this Agreement, if intervention of court is warranted, subject to the arbitration provided above.</p>
25.	The quality of the supplies should strictly conform to Technical specifications applicable for the item.
26.	If any quality problem is pointed out by any BHEL unit w.r.t. supplied material, the same shall be settled and corrected immediately with the concerned BHEL unit, by the supplier. If the material cannot be accepted by BHEL, supplier has to replace the material with no extra cost. Collection of rejected material will be sole responsibility of the supplier. If there is any failure by the supplier to settle such quality problems, the matter will be considered very seriously and appropriate penal action may be initiated against the respective supplier
27.	BHEL shall be at liberty to accept any tender, part or in full, at their discretion without giving any reason
28.	The supplier shall arrange for securely protecting and packing the material to avoid loss or damages during transit.
29.	There is no minimum quantity for placement of purchase order.
30.	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.
31.	<p>In case of receipt of order vendor will need to send consignment/material as indicated in PO. In case of dispatch by courier/ Lorry kindly put/paste the Delivery challan (extra copy) on the top of packed consignment box & another copy of DC inside the box.</p> <p>Consignment should be forwarded to the PO consignee address only along with extra/Xerox copy of invoice (wherever applicable). It should be supported with Delivery challan copy.</p> <p>(Kindly do not forward any consignment to purchase dept. or do not address the consignment to the name of any official)</p>

Tender terms for GST in line with new GST Return System:

For supplies after implementation of New GST Return System i.e. from 01/10/2004.05.2022, the following conditions will apply and supplier shall fully comply to the below points.

Indigenous suppliers:**GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

32.

a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration **Number** (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 composition scheme should declare that he is a composition dealer supported by the screen shot taken from **GSTN** portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. **The dealer has to submit necessary documents if there is any change in status under GST.**

b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoice 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. **Wherever E- Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.**

c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)

d) Invoices will be processed only upon completion of statutory requirement and further subject to following:

i. Vendor declaring such invoice in **their GSTR-1 Return/ IFF**

ii. Receipt of Goods or Services and Tax invoice by BHEL

e) As the continuous uploading of tax invoices in GSTN portal (**in GSTR-1/ IFF**) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN 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 **GSTR-2A/ GSTR-2B**).

f) 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.

g) 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

h) 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.

i) 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.

j) 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.

k) 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 will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.