

Terms & conditions for Enquiry no. E3193044R

Please refer General terms and conditions of enquiry form no. BP-200102 and P.O. terms & conditions (indigenous) form no. MM 5527, Rev.03. If any deviations, please mention in your quotation otherwise it shall be taken that all terms and conditions are accepted by you.

Alternatively, BHEL reserves the right to go for reverse auction for techno-commercially qualified bidders through electronic media. If this option is used, the suppliers who qualify in the techno commercial bid would be contacted by our authorized service provider for web based reverse auction

1. Please quote your best rate through your DSC (Digital Signature Certificate) in our E-Tender system through <https://bhel.abcpurchase.com/EPROC/> on or before due date. Paper bid is not considered against this enquiry.

2. Tender fees :-

Suppliers must submit tender document fees of ` 200/- (Two hundred only) through online only.

The procedure of depositing EMD/SD/Tender Fee is reiterated below:-

- (i) For depositing amount online, depositor has to open SB-Collect through Online E-Payment option available on Internet (<https://bpl.bhel.com/qcins/iccs.htm>).
- (ii) After reading the instruction for depositing the amount; EMD & Tender Fee amount shall be deposited.
Select state of corporation/Institution – Madhya Pradesh
Type of corporation/institution – Industry
EMD and Tender Fee may please be deposit together under EMD module where the EMD & Tender Fee both is applicable.
- (iii) After the successful payment DU No shall be generated from the banking system.
- (iv) After depositing the amount, Depositor has to fill Deposit slip available on Internet (www.bhelbpl.co.in under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be enter separately.
- (v) As and when credit received in BHEL account, automatic mail sent to the depositor

Note: - After submitting the Deposit a control number will be generated through system which can be used for getting print out from the system.

“EMD/SD/Tender Fee will be accepted only in electronic Mode, which can be deposited on line through following link as mentioned below :

<https://bpl.bhel.com/qcins/iccs.htm>

E-receipt must be submitted along with offer.

Without tender fees offer shall be rejected. MSE suppliers (Except traders/agents) are exempted from tender fees.

3. Payment term:-

Full payment will be made within 90 days without overdue interest after receipt and acceptance of material in BHEL. For MSE suppliers (Except traders), payment can be released within 45 days after receipt and acceptance of material in BHEL.

Payment terms where erection & commissioning is involved: 80% payment of supplies shall be made within 90 days from the date of receipt of material and balance 20% after successful installation and commissioning of the equipment at our works.

Note:- 1.) MSE suppliers can avail the intended benefit only if they submit copy of Udyog Aadhaar Memorandum along with the offer.

2.) BHEL is not liable for payment of any overdue interest.

3.) Advance payment is not acceptable.

4. Terms of Delivery:-

Terms of delivery should be **F O R Destination** on Door delivery basis. The same is mentioned in Part – A (Techno-commercial bid) of your offer otherwise it shall be taken FOR destination. Offers on **F O R Destination** on Door delivery basis will only be accepted.

5. Delivery Period / Lead Time:-

We shall require the material as per delivery mentioned in enquiry. However, delivery may be quoted in number of weeks from the date of issue of PO/LOI. The delivery can further be reduced in case of urgent/emergency requirements. Bidders may indicate in their offer the quickest delivery period in number of weeks from the date of issue of PO.

BHEL reserves the rights to reject the offer of suppliers who does not accept delivery period.

6. Validity of offer:

Validity of offer must be clearly mentioned in your quotation. If not mentioned, it shall be taken as 90 days from the date of opening of tender.

7. Liquidated Damages / Penalty Clause:-

Subject to force majeure conditions, LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value.

Any loading on LD clause shall be to the extent to which it is not agreed by the bidder (at offered value).

- If the material is not supplied within stipulated time, BHEL reserves the right to cancel the contract & purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting party to make good any loss suffered by BHEL.

Replacement of rejected Goods :- In case of rejection due to noncompliance to agreed specification and for the reasons attributable to the Vendor, the materials shall be replaced by vendor free of charge on “FOR BHEL works basis” including all other cost elements such as total transportation, insurance, any other taxes / Levis etc. as applicable.

8. Test Certificate (TC):-

Supplier to furnish Test Certificate (TC) as per annex-X at the time of each supply. In case non-receipt of TC with any supply, the supply is liable for rejection. Hence, any deviation for TC requirement be given in your quotation otherwise it is presumed that TC will be furnished with the supply as required.

9. Inspection:-

Final Inspection will be carried out at BHEL, Bhopal only.

10. HSN Code:-

Kindly mentioned HSN code of item in your offer.

11. Taxes and availing Input Tax Credit (ITC) by BHEL :-

Bidders are requested to please clearly mention applicable GST rate.

ITC can be availed only when BHEL is in possession of GST tax invoice and after receipt of goods. So, goods should be supplied and Tax invoice should be submitted timely.

Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filling of monthly Return.

GST portion of invoice shall be released only upon:-

- (1) Vendor declaring such invoice in his GSTR-1,
- (2) Receipt of good and Tax invoice by BHEL,
- (3) Confirmation of payment of GST thereon by vendor on GSTN portal,
- (4) Alternatively, BG of appropriate value shall be submitted by vendor which shall be valid atleast one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of tax invoice and receipt of goods, whichever is later.
- (5) Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

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.

Payment covering GST portion including interest thereon gets released to vendor only upon completion of above requirement.

12. Un-registered suppliers of BHEL, Bhopal :-

Suppliers who are not yet registered with BHEL, Bhopal must submit following documents for one time code along with Part – A (Techno-commercial bid) of your offer:-

- (1) Copy of PAN no.
- (2) Copy of GSTIN.

RTGS/EFT details as per BHEL format must be submitted immediately after placement of order who have yet not submitted to BHEL, Bhopal. Format of RTSG / EFT detail can be obtained from us or downloaded from link <https://www.bhelbpl.co.in/mm/EFTFormat.pdf>

13. All the above points must be explicitly confirmed in the “Part A” of offer. If any point not confirmed in “Part A” of your offer, it shall be taken that it is acceptable to you. In case of non-acceptance above points / fail to submit sample / documents as per our tender / specification requirement, your offer may be rejected.

14. "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."

15. For this procurement, Public procurement (Preference to make in India), Order 2017 Dtd: 15.06.2017 & 28.05.2018 and subsequent orders issued by 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.

16. **Note :-** Startups and Micro & Small Enterprises are exempted from PQC (point no.2 only) of submission of PO and proof of supply of prior experience.

As per guideline, no MSE benefits will be given to traders.

Startup means an entity, incorporated or registered in India not prior to five years, with annual turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.

Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence.

Provided also that an entity shall cease to be a Startup if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 5 years from the date of incorporation/ registration.

Bidders who have quoted as startups has to submit (1) Copy of incorporation / registration of their firm and (2) Audited (if audit is required as per norms) profit and loss account/balance sheet etc. (Which shows annual turnover) of all financial year from date of incorporation / registration to 31st March 2019.

17. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 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.

18. Refer to clause 29-B of General Terms and Conditions of Enquiry (BP200102). Following changes have taken place:-

- (1) Reserved quantity for MSEs quoting within L1+15% price band to be increased to 25% from existing 20%.
- (2) Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation.
- (3) Increase in procurement target from MSEs owned by SC/STS from the existing 4% to 6.25%.

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