ENQUIRY TERMS AND CONDITIONS

1. QUOTATIONS:
a. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at https://bhel.abcprocure.com. The bidder would be required to register on the e-procurement market place https://bhel.abcprocure.com. and submit their bids online. Sealed cover bids / e-Mails / FAX / Manual offers will NOT be accepted.
b. Price should be sent F.O.R. dispatching station for indigenous vendors and CFR Chennai SEAPORT BASIS for import vendors inclusive of risk in transit and remain valid for days (as specified in the tender) from the due date. For Import vendors -Port of loading should be indicated in the offer without fail.
c. If any tax is payable as extra to the quoted price is should be specifically stated in quotations along with GSTIN and ARN falling which the purchaser will not be liable for payment of such taxes.
Our GSTIN is 33AAACB4146P2ZL and ARN is AA3306170074586.
d. Manufacturer’s name trademark or patent number, if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
e. Products with I.S.I. certification marks will be preferred.
f. The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept in Part or full without assigning any reason whatsoever.
g. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to-time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
h. The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and ABC Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.
i. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
2. GST COMPLIANCE TERMS:
a. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
b. In case of order placement,
(i) 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 number, commercial invoice number etc., then the Invoice number 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.

(ii) All invoices shall bear the HSN Code (Harmonized System of Nomenclature) for each item separately or SAC code (Services Accounting Code) as the case may be.

(iii) 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.
(iv) All dispatch and quality documents like Test Certificate, LR copy, Guarantee/Warrantee certificate and any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
(v) In case of discrepancy in the data uploaded by 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 (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
(vi) For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
(vii) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
3. SAMPLES: Wherever possible sample should be submitted separately whether specifically requested or not so as to reach the purchaser on or before the due date of the enquiry. They should be clearly marked with the enquiry number and the date on the outside cover to facilitate identification.
4. PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
5. TERMS OF PAYMENT: Payment terms as per Annexure A. Wherever required by the purchaser, the successful tenderer must send the Operation and Maintenance manuals, Test Certificates, drawings, etc., for the materials ordered. These should be sent immediately after dispatch of the materials and a statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bills. Goods dispatched either by V.P.P. or by the document presented through bank will not be accepted unless agreed to by the purchaser.
6. LIQUIDATED DAMAGES PENALTY FOR DELAY IN DELIVERY: If the supplier fails to deliver the raw material equipment components within the period specified in the contract the purchaser shall deduct liquidated damages a sum equivalent to is 0.5% of the total order value per week of delay or part thereof from delivery period subject to a maximum of 10% of total order value.
7. RISK PURCHASE: Alternatively, 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 supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the 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 clause 6 above.

8. PREFERENTIAL DELIVERY: It should be noted if a contract is placed on a higher tenderer 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 eliminates of freights, tax, duties and other incidents, incidental in case of failure to complete suppliers in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.

9. INPUT TAX CREDIT: For availing ITC, the chapter head / Sub-head reference and the rate of the duty should be quoted in the techno-commercial offer itself. Tenderer under ‘INPUT TAX CREDIT’ shall be preferred.

10. PURCHASE: Preference will be given to CPSUS as per Government guidelines.

11. NOTE TO IMPORT VENDORS:

I. Indian Customs has imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 Hrs from the time of arrival of cargo at final port of discharge. Rs.5000/- per day (for Initial 03 days) & Rs.10000/-per day (thereafter)

1) The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.

2) Vendor will be held responsible for the penalty arises against the late filing of Bill of entry due to:

a. Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival.

b. Discrepancy in documents

c. Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port)

II) All the shipments for the contracts (POs) finalized on CFR/CPT - Chennai Port, CIF/CIP-Chennai Port, DDU/DDP Chennai Port basis

1) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.

2) The detention/demurrage charges arises due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor’s bills only.

3) Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge will not be borne by BHEL.

4) The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are:

a. CIC -Container Imbalance Charges/Surcharges
b. EIC -Equipment Imbalance Charge/Surcharges
c. CAF -Container/Currency Adjustment Factor
d. BAF -Bunker adjustment Factor
e. RDS -Rupee Depreciation Surcharge
f. CDS -Currency Depreciation Surcharge

III) CONTAINERIZED CARGO
1. For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total Landed Cost.
2. In case of shipment through Containers on CFR basis, the BL should bear the endorsement that “14 free days for Container Detention is applicable”.
IV) BREAKBULK CARGO
1. For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis.
V) TRANSPORT CONDITIONS FOR IMPORT:
The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment.
a. In the event of delayed submission of documents by the supplier, an amount up to 5% of the invoice value will be retained towards demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice.
b. In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a “Surrender Bill of Lading”.
c. Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading.
d. This is required to ensure avoidance of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.

12. GENERAL: The purchaser reserves the right to split up the tender and place order for individual terms with different tenderers and also increase or decrease the quantity. 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 in by purchaser will not be applicable to the contract.
13. Disclaimer Clause: The Organization (Bharat Heavy Electricals Ltd.) nor the service provider (ABC procure) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

Vendor’s Seal and Signature.