



An ISO 9001 Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli-620 014, Tamil Nadu, India

Dept.: PURCHASE-MATERIALS MANAGEMENT/BOI

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.abcpurchase.com>. The bidder would be required to register on the eprocurement market place 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 SEA PORT BASIS / FOB Nearest Airport (Gateway) for import vendors as per the Enquiry commercial terms** 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. 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.
- f. 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.
- g. 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 Procure Services 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.
- h. 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



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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.



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(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. PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

4. TERMS OF PAYMENT: Payment terms as per **Commercial terms of enquiry**. Any deviation from the enquiry payment term, any other condition in the payment term or any other payment term will not be accepted and will not be considered.

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. LOADING FACTORS: (As applicable as per Enquiry Commercial Terms)

BHEL will evaluate the offers and consider the ranking after the loading is applied as referred below wherever deviations are observed.



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- a) **Payment term:** No deviation is acceptable and the deviated offers are liable for Non-consideration.
- b) **Loading factor for Liquidated damages:** Any deviation from the enquiry LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).
- c) **Guarantee / Warranty:** No deviation permitted and the deviated offers are liable for rejection.
- d) BHEL will evaluate the offers and consider the ranking after the loading is applied as referred above wherever deviations are observed.

11. Special provision for MSE vendors:

- a) In case MSE vendor participating in the tender quotes within the price band of L1+15% where the L1 is Non-MSE vendor, MSE vendor will be allowed to supply the
 - i) Package in case of package-wise evaluation Or ii)
 - Full quantity (in case item-wise package evaluation) Or
 - iii) 25% of tender quantity as **per enquiry commercial terms** subject to acceptance of L1 price by MSE vendor as per Gazette Notification issued by Ministry of MSME. Payment for MSE indigenous vendor will be as per MSMED Act, 2006.
- b) In case of more than one such MSE, the counter offering will be to the lowest quoted MSE vendor subject to fulfilment of Point No.a)
- c) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Udyog Aadhar also has to be submitted for availing the special provision for MSE. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Note to MSE Vendor

- Udyam Registration is a new process of MSME Registration launched by the Ministry of Micro, Small and Medium Enterprises on July 1, 2020.
- All existing enterprises registered under EM-Part-II or UAM or any other registration issued by any authority under the Ministry of MSME are required to register again on the



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Udyam Registration portal (<https://udyamregistration.gov.in>). Such enterprises are required to apply and obtain Udyam Registration on or after 1st July 2020.

- On registration, an enterprise is assigned with a permanent identity number, known as “Udyam Registration Number”. An e-certificate, namely, “Udyam Registration Certificate” will be issued on completion of the registration process.
- The MSE status of existing enterprises registered prior to 30th June 2020 shall be valid only till 31st March 2021. (i.e.) Udyam Registration Certificate is mandatory for all MSME enterprises from 1st April 2021.

12. Public procurement (Preference to make in India): For this procurement, the local content to categorise 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 of 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.

Vendors to submit (along with offer) the self-certification that the item offered meets the content requirement for Class-I/ Class-II local supplier as the case may be, indicating the percentage of local content. and shall give details of location at which the local value addition is made.

13. Exchange Rate for evaluation: For evaluation, the exchange rate (TT selling rate of SBI) shall be taken as date of part – I opening / tender opening. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

14. GENERAL: Any other conditions quoted by the seller that is in contravention to the terms agreed by them in Commercial terms & Conditions of enquiry and conditions that have not been specifically accepted by purchaser will not be applicable to the contract.

15. Disclaimer Clause: The Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

16. Fraud prevention Policy: 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.



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17. Offers of bidders who are on the banned list as also the offers of bidders, who engages the services of banned firms, shall be rejected. List of banned firms is available on website www.bhel.com.

Vendor's Seal and Signature.