



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014. India

GENERAL TERMS AND CONDITIONS

1. QUOTATIONS: ENMIC02079

- a. **BID system:** The offers are invited in Two part bid system (Part I will be Techno-commercial bid and part II will be Price Bid). Both bids should be submitted together on or before due date.
- b. **Submission of Tender:** Each offer should be sent in double cover separately and the same should be sealed and super scribed with correct Tender No., item of supply and due date of opening. Two or more quotations should not be sent in one cover. Price Bid should contain only Price per unit for each type. Offer should sent to the below mentioned address:

The Tender Opening Cell /
Valves Room No. -26,
Building -24 Bharat Heavy
Electricals Limited
Tiruchirappalli - 620014,
Tamilnadu, India

Or

Email ID: tender_cell@bheltry.co.in

- c. **Late tenders:** Tender received after 2.00 pm on due date will be considered as Late tender. Late tenders will not be considered under any circumstance.
- d. **Regulations:** Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested. All amounts shall be indicated both in words as well as figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
- e. **PVC:** Price Variation clause not acceptable. Prices should be firm.
- f. **Deviation.** Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".
- g. **Confirmation:** Confirmation for compliance is to be given in the offer for all the techno commercial conditions specified in the specification.
- h. **Checklist:** The Vendor should attach the filled-in 'Checklist' provided in the Tender along with their offer. If in case of any deviation between the Offer and the 'Checklist' the latter would be taken as final.

2. COMMERCIAL TERMS & CONDITIONS:

a. **Terms of Payment:**

For Indigenous Suppliers: 100% after 45 days on satisfactory receipts and acceptance of material at BHEL stores/ Site acknowledgement.

For Import Supplies: Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

- b. **Liquidated Damage:** LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.

c. **Delivery Terms:**

For Indigenous Suppliers: FOR BHEL Trichy inclusive of freight and insurance.

For import Supplies: CFR/CIF Chennai seaport/FOB airport as per incoterm 2010.

- d. **Validity of Offer:** Prices should be valid for 90 days from the date of tender opening.

- e. **Price: Only a Single Price complying with all the Engg and Commercial Specifications must be in the Price Bid.**

- f. **Delivery period: 4 weeks from the date of PO.**

g. **Taxes & Duties:**

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should 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.

2. 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.

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



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4. 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.
5. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, 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.
6. 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.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) alongwith 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.
8. 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.
- h. 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 seller either the whole of 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 substitute therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases in addition to penalty.
- i. Guarantee Clause:** The vendor shall give a guarantee for the performance of his supplies for a period of eighteen months from the date of dispatch or twelve months from the date of commissioning whichever is earlier. Guarantee certificate should be part of test certificates which should be provided along with supply
- j. Miscellaneous:** Any conditions which might have been quoted by the seller and are in contravention to the terms prescribed in order and which have not been specifically accepted by Purchaser will not be applicable to the contract.
- k. Special Provisions for Micro and Small Enterprises (MSE):**
 - i. 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
 - ii. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
 - iii. In case MSE vendor participating in the tender quotes within the price band of LI +15%, they will be allowed to supply the portion of the requirement subject to acceptance of LI price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
 - iv. MSE suppliers can avail the intended benefits only if they submit along with 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 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. 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.

3. GENERAL CONDITIONS

- a. BHEL reserves the right to finalize the tender as per item sl no wise or as a total package or project wise.
- b. BHEL reserves the right to increase or reduce or split the Tender Quantity and NOT to order for some or all material based on the changes in project.
- c. BHEL shall have the right to visit vendor works during the execution of contract along with end customer for verifying status, inspection and testing of the material.
- d. BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable.
- e. Supplier shall arrange packing to avoid lose or damages during Road Transport, Site handling & Storage.
- f. BHEL reserves the right to finalize the tender either through price bid opening or through Reverse Auction route.



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- g. BHEL reserves the right to reject the offer of a particular bidder due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- h. The Drawings/Technical documents with this enquiry are sole property of BHEL & should not be misused in any form.
- i. The Bidder along with its associates/ collaborators/ subcontractors/sub-vendors/consultants/ service provider shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> & shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

4. DOCUMENTATION:

- a. **With Consignment:** Original duplicate for transporter copy, Invoice, Packing List, Delivery Challan, O&M manual Material Test Certificate, Calibration Report, Compliance Certificate, Guarantee/Warranty Certificate etc...
- b. **To Finance:** Original and Duplicate Invoice for payment should be sent directly to
Senior Manager, Finance/Valves-Bills section
BHEL TRICHY 620014
- c. **To Purchase:**
 - i. **FOR BHEL TRICHY case-** Copy of Invoice, Packing list, LWB and Delivery challan.
 - ii. **FOR Site case-** Original Excise Invoice, Original LWB, Original Packing List, Original IBR documents, Original despatch clearance Certificate and Inspection report, Test certificates as per PO, Original Site Acknowledgment etc...
- d. **Identification:** Material code, Purchase Order, PO item Sl No, Unique Sl No if any should be provided in all despatch documents, materials and packing clearly. All description should be exactly matching with the Purchase order

5. TENDER EVALUATION:

PART I Techno-commercial Bid.

- All vendor should provide confirmation to Drawing/TDC/ Specification and commercial conditions. All vendors should also submit GA drawing, datasheet and C&I diagrams of the offered product wherever applicable.
- Offers from supplier not having technical capability or not agreed for commercial terms, will be rejected
- Techno-commercially suitable vendors alone will be intimated for price bid opening.

PART II Price Bid.

- L1 bidder will be decided based on landed cost for the equipment to BHEL.
- For evaluation, the exchange rate shall be taken as TT selling rate of SBI on date of Part-1 bid opening.

LOADING CRITERIA

- "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.
- For import vendors: Usance LCs the loading will be considered @ 1.5% on the offered Value. For LC at sight the loading will be considered @ 3.5% on the offered Value.
- Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).
- If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay.
- If suppliers not agrees with risk purchase clause, guarantee clause, term of payment other than mentioned above the offer will be rejected.



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CHECK LIST OF TERMS AND CONDITIONS CONFIRMATIONS

| Sl No | BHEL COMMERCIAL TERMS AND CONDITIONS for INDIGENOUS SUPPLIES | Vendor's Confirmation |
|-------|--|-----------------------|
| 1 | Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation". | |
| 2 | Vendor to indicate Quoted/Not Quoted item wise. | |
| 3 | Prices shall be quoted item wise only. | |
| 4 | Prices shall be quoted on " FIRM PRICE " basis only. The prices should be only on FOR Trichy basis inclusive of Packing & Forwarding charges if any. | |
| 5 | Validity of offer shall be 90 days from the date of tender opening. | |
| 6 | Delivery period – 4 weeks from the date of PO | |
| 7 | Liquidated damages @ ½% per week subject to a maximum of 10% of the order value shall be applicable for delay in deliveries. | |
| 8 | Following Risk Purchase clause shall be applicable: 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 or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases. | |
| 9 | Payment terms 100% after 45 days on acceptance of materials at BHEL stores, Trichy | |
| 10 | Relevant Taxes and Duties shall be indicated as extra in the offer. | |
| 11 | Any warranty replacement during warranty period shall be supplied free of charge on FOR Site basis/destination specified by BHEL | |
| 12 | The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals as called for in the Technical Specification, in the required number of copies at no extra cost. | |

NOTE: -

- a) *It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.*
- b) Your specific acceptances to BHEL Payment terms, LD and Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.

Signature & Office Seal of the vendor