

## Draft for Global Tender Enquiry

### PART A

#### A. PQC condition related to Financial PQR.

Financial PQR- Average Turnover of the bidders for last three financial year ending 31/03/20---( In case of foreign bidders corresponding financial year adopted ) shall be equivalent to Rs------( **Turnover: 30 % of Estimate value** ) **TT selling Exchange rate as on tender due date shall be considered for the purpose of conversion in case of foreign bidders.**

**Indigenous Bidders** -Audited P&L and Balance sheet of above mentioned Three Financial Year last Three Financial Year to be submitted.

**Foreign bidders**- Audited P&L and Balance sheet of above mentioned Three Financial Year Or Business Information Report (BIR) by D&B specifying turnover of above mentioned Three Financial Year or Turnover above mentioned Three Financial Year duly certified by their statutory auditors to be submitted.

#### B. Tax and Duties:

The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.

Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits).

GST/ Income Tax TDS applicable as per Law shall be deducted.

Indian Bidders-Bidders to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.

Vendor to ensure compliance to timely filing of monthly GST return . GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.

#### C. Payment Term:

**Indigenous:** 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar/Udyam registered suppliers as per relevant act in force) of material, subject to acceptance of material at BHEL, on direct presentation of the documents.

In case of despatch of material to site directly, payment as per above terms shall be made from the date of receipted LR.

Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation

**Foreign:** 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB.

In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days.

#### **D. Delivery Schedule / LD applicability.**

**Subject to force Majeure condition:** Penalty 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. Total order value above shall be item wise, lot wise order value.

However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value.

**Foreign Bidders-** The date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery.

**Indigenous Bidders-:** LR date in case of ex-works and UMID in case of FOR destination shall be taken as actual date of delivery.

### **PART B**

#### **A. Document for Foreign Bidder:**

- 1. Seller shall send 1 set of original negotiable documents COMPRISING OF BILL OF LADING/AWB, INVOICE & PAKCING LIST, in English, within 7 days of B/L date / 1 day of AWB date by by DHL/courier and also share documents through email to [fin\\_fp.bpl@bhel.in](mailto:fin_fp.bpl@bhel.in) & [mmfe.bpl@bhel.in](mailto:mmfe.bpl@bhel.in) & [msair@bhel.in](mailto:msair@bhel.in) & [mssea@bhel.in](mailto:mssea@bhel.in) within 1 days of dispatch**
2. ONE ORIGINAL NEGOTIABLE SET OF CLEAN ON BOARD FREIGHT PREPAID (IN CASE OF CIF/CIP/CFR) / TO PAY (IN CASE OF EX-WORKS/FOB/FCA) COMBINED TRANSPORT BILL OF LADING/AWB SHOWING BENEFICIARY AS SHIPPER AND GOVT.OF INDIA ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL AS CONSIGNEE AND NOTIFY: BHEL ROD MUMBAI, 14TH FLOOR. WORLD TRADE CENTRE-1, CUFFE PARADE COLABA, MUMBAI 400005 INDIA. PHONE NO +91 22 22171345/22171346/22171370
3. ONE SET OF ORIGINAL NEGOTIABLE INVOICE AND PACKING LIST indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with dimensions of each package.
4. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce
5. Original One set of Original Test Certificate / Certificate of Conforminty / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate, etc as applicable, is to be submitted by Seller. If Seller and OEM and different, then Test Certificate/ Calibration

Certificate/Third Party Inspection Certificate, etc as applicable, from OEM will be also be submitted by Seller. O&M Manual where called for, shall be submitted by Seller.

6. SELLER'S DECLARATION THAT WOOD- PACKING MATERIAL USED IN PACKING IS IN ACCORDANCE WITH IPPC STANDARD ISPM NO.15 AND HAS BEEN LABELLED COMPLIANT WITH IPPC MARK BY MANUFACTURERS OR Beneficiary's DECLARATION THAT WOOD-PACKING MATERIAL HAS NOT BEEN USED PACKING OF THE GOODS.
7. PRE DISPATCH CLEARANCE ISSUED BY BHEL REFERENCING Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate No., etc., as applicable, and their dates.
8. Permanent Establishment Business Certificate (PEBC) as per Annexure A / B Clause 16C of GTC, as applicable. In case of Services, additionally Form 10 F of Income Tax Act, 1961 and Tax Residency Country (TRC) of Seller's Country is required, as per Clause 16D of GTC.
9. Supplier should additionally forward TWO sets of above original negotiable documents (SI 1 to 11) through DHL / Registered airmail or AWB by captain's mail within three days OF OBL/AWB DATE TO EACH OF THE FOLLOWING :-  
(I)AGM(CMM-FE), BHEL,2ND FLOOR,ADM BUILDING,PIPLANI,BHOPAL-462022,INDIA.  
(II)AGM (ROD, BHEL MUMBAI), BHEL, ROD, 14TH FLOOR, WORLD TRADE CENTRE-1, CUFFE PARADE, COLABA, MUMBAI - 400005.  
PHONE / MOB. NO.: 022-22171301  
EMAIL INTIMATION OF THE ABOVE TO BE SENT TO [fin\\_fp.bpl@bhel.in](mailto:fin_fp.bpl@bhel.in), [fin\\_fp.bpl@bhel.in](mailto:fin_fp.bpl@bhel.in) & [mmfe.bpl@bhel.in](mailto:mmfe.bpl@bhel.in) & [msair@bhel.in](mailto:msair@bhel.in) & [mssea@bhel.in](mailto:mssea@bhel.in)
10. GUARANTEE / WARRANTY CERTIFICATE, AS APPLICABLE, ISSUED BY SELLER IN ONE ORIGINAL. If Seller and OEM and different, Guarantee/ Warranty Certificate, as applicable, from OEM will be also be submitted by Seller.
11. CERTIFICATE FROM SHIPPING COMPANY OR ITS AGENT OR ITS OWNER OR MASTER OR CHARTERER STATING THAT THE CARRYING VESSEL IS SEAWORTHY AND THE VESSEL IS CLASSIFIED BY AN APPROVED CLASSIFICATION SOCIETY AS PER INSTITUTE CLASSIFICATION CLAUSES AND CLASSIFIED AS LLOYDS 100 A1 OR ITS EQUIVALENT CLASSIFICATION STATING THAT THE VESSEL IS NOT MORE THAN 25 YEARS OLD.
12. MARINE/AIR INSURANCE POLICY OR CERTIFICATE, BLANK ENDORSED, DATED NOT LATER THAN THE DATE OF OBL/AWB, FULL SET IN THE NEGOTIABLE FORM IN THE CURRENCY OF CREDIT COVERING 110% OF THE INVOICE VALUE. INSURANCE TO INCLUDE INSTITUTE CARGO CLAUSES (A), INSTITUTE WAR CLAUSES (MARINE CARGO) AND INSTITUTE STRIKE CLAUSES (MARINE CARGO) WITH CLAIMS PAYABLE IN INDIA. INSURANCE TO COVER FROM SUPPLIER'S WAREHOUSE TO JNPT NHAVA SHEVA MUMBAI / MUMBAI SEAPORT / MUMBAI AIRPORT/ ICD,MANDIDEEP,AS APPLICABLE
- 13.THE DESTINATION TERMINAL HANDLING CHARGES (DTHC) WILL BE PAID BY BHEL DIRECTLY TO THE TERMINAL AND SAME WILL NOT BE PAID TO THE SHIPPING LINE OF VENDOR. IF SHIPPING

LINE CHARGES THE DTHC TO BHEL, THE SAME ALONG WITH ANY ADDITIONAL/CONSEQUENTIAL EXPENSES INCURRED (LIKE DETENTION/ DEMURRAGE, GROUND RENT, PENALTY, ETC) WILL BE RECOVERABLE FROM BENEFICIARY'S BILLS CONFIRMED VIA SELLER'S/BENEFICIARY BANK SWIFT.

14. IF SELLER/BENEFICIARY DOES NOT COMPLY OR DEVIATES FROM ANY OF THE ABOVE CLAUSES/COMPLIANCES, THEN ANY ADDITIONAL CHARGES, DEMURRAGE, DETENTION, GROUND RENT, CLEARANCE CHARGES, PENALTY, ETC IMPOSED ON OR BORNE BY/PAID TO BHEL DUE TO SUCH NON-COMPLIANCE/DEVIATION, ETC., SHALL BE TO THE ACCOUNT OF THE SELLER/BENEFICIARY AND SHALL BE RECOVERABLE FROM THE SELLER'S/BENEFICIARY'S BILLS CONFIRMED VIA SELLER'S/BENEFICIARY BANK SWIFT.

15. BENEFICIARY TO SEND EMAIL INTIMATION ABOUT DESPATCH OF GOODS GIVING DETAILS OF OBL/AWB NO. & ITS DATE, BHEL PURCHASE ORDER NUMBER, INVOICE NO. & ITS DATE, CURRENCY & INVOICE VALUE, PACKING LIST, PDCC REF NO. & DATE, LC NO., SELLER'S BANK REFERENCE NO., IF & AS APPLICABLE to fin\_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in

16. Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.

17. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO.