An ISO 9001 Company	**Bharat Heavy Electricals Limited** **(**High Pressure Boiler Plant**)** Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE **Nickel Alloy Sheet of thickness 3 mm Specification ASTM B168 UNSN06601**	Phone: +**91 431 2574247/ 4203** Fax : **+91 431 252 0719** Email : **kjoe@bheltry.co.in**

Reference Number Enquiry	Enquiry Date:	Due date for submission of quotation
1001600040	**26.09.2016**	**17.10.2016**
You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order		

Tenders are invited by the MM / Steel for 3 MT of Nickel Alloy Sheet of thickness 3 mm Specification ASTM B168 UNSN06601

BHEL commercial terms & conditions and all annexures can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units) Bharat Heavy Electricals Limited) or from http://bheleps.buyjunction.in against RFQ/Enquiry reference "1001600040 "	
	Yours faithfully, For **Bharat Heavy Electricals Limited** DGM/ MM / Steel Ph: 0431- 2574247/ 4203, Fax: 0431- 2520719 Email: kjoe@bheltry.co.in

BHARAT HEAVY ELECTRICALS LIMITED
PURCHASE / MM / STEEL
BHEL / TRICHY

Ref: FB100/INCONEL/1001600040

09.09.2016

ANNEXURE-A

ENQUIRY CONDITIONS FOR SUPPLY OF SHEET TO SPECIFICATION ASTM

Note: *This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical Bid.*

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation (If otherwise mentioned).

Sl No	BHEL Requirements	Supplier Comments (Acceptance or otherwise for each point to be given)
1	**Material specification:**	
	a) Nickel Alloy sheet to specification ASTM B168 UNS N06601. Please clearly indicate the specification offered.	a.
	b) No negative tolerance on thickness is permitted. Pls confirm.	b.
	c) Supply of material shall be in Sheets only. Supply in Coil form is not acceptable and offer will be rejected	c.
2	**Material Description**	
	a. Size & Qty: Sl.No / Description / Qty 1. / Sheet 3 X 500 X 2000 mm to Spec. ASTM B168 UNS N06601 / 3000 KG	a.
	b. Enquired width or in multiples of 500 mm is acceptable. Enquired length is only acceptable and any other alternate length is not acceptable. No negative tolerance permitted.	b.
	c. Quantity tolerance: - /+ 3 % in weight.	c.
	d. No. of pieces shall be indicated in invoice/TC	d.
	e. Invoicing of Sheets shall be on Actual weight basis. However BHEL weighment is final.	e.
3	**Inspection & Testing:**	
	a. Two sets of original test certificates shall be provided.	
	b. Test certificates shall incorporate the details regarding material specification, Melt no, Manufacturing process and heat treatment done on material(if applicable), BHEL purchase order no, supplier name and logo, TC no, size and results obtained in chemical and mechanical testing. The test certificates must bear signature of competent personnel of the supplier. Test certificates are to be sent along with materials.	
	c. In case of Indigenous Trader/Stockist/Manufacturer, Original Govt. / NABL approved Lab test certificate for the result of chemical composition and Mechanical properties shall be produced along with supply.	
	d. For Indigenous Traders/Stockiest/Manufacturer, Testing in NABL approved laboratory will be witnessed by BHEL/BHEL approved TPI. Only after acceptance of the same, dispatch clearance will be provided. Suitably suppliers may raise inspection call one week in advance. Pls confirm.	
	e. Supplier shall submit MTC before dispatch and only on confirmation from BHEL supplier shall dispatch the material. Specification/grade (ASTM B168 - UNS N06601) shall be as per enquiry only acceptable.	
	f. Draft MTC (for manufacturer) is to be submitted before the shipment / dispatch of materials. This is to be vetted by BHEL/Quality. Shipment / dispatch clearance shall be given only after acceptance of draft MTC.	
	g. **For foreign suppliers** i. **Manufacturers**: Mechanical and chemical testing shall be witnessed by TPI. MTC shall be countersigned by TPI indicating the same.	
	ii. **Traders/Stockiest**: Apart from submission of MTC, material shall be retested (Chemical and mechanical testing) separately at LAB and shall be witnessed by TPI. Separate lab test report countersigned by TPI shall be submitted along with MTC.	
	iii. Pls indicate the TPI	

4.	**Supply condition**	
	a. Stenciling of following details on each Sheets / Plates to be ensured in addition to specification requirement	
	i. Size of the Sheet (EG: SH 3 X 500 X 2000 MM)	i.
	ii. Material Specification as mentioned above	ii.
	iii. Melt number & Coil number	iii.
	iv. Quantity (in Nos / Weight in MT)	iv.
	v. Name (or) Mark of Manufacturer to be marked legibly	v.
	b. Uncoiled, bundled with metal foil wrapped and strapped. Metal tag to be provided. Metal tag containing details like No. of sheets, heat number etc., to be fixed and details like heat /lot number, Specn, size details, Weight etc., shall also be paint-marked on top of the bundle.	b.
5	**Payment terms:**	
	5.1 Indigenous	
	a) Payment term is 100% direct EFT payment after 45 days from the date of receipt and acceptance of materials. b) For new suppliers not registered with BHEL, Trichy for supply of this item. Pls ref: Sl.No:27 Clause (d) & (e) **For Infn:** Any deviation in the above payment term will attract loading as mentioned below. "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.	
	c) Offers of indigenous Suppliers with payment terms as LC / Advance Payment/ BOE are liable for rejection.	
	5.2 Import	
	a) BHEL 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) For new suppliers not registered with BHEL, Trichy for this item, Pls ref: Sl.No:27 Clause (d), (e) & (f) **For Infn:** Any deviation in the above payment term will attract loading as mentioned below. "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.	
	c) In the case of Usance LCs (45 days from the date of receipt of documents, specified in PO, at BHEL bank) the loading will be considered @ 1.5% on the offered Value.	
	d) For LC at sight the loading will be considered @ 3.5% on the offered Value.	
	e) If the LC payment is insisted, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection.	
	f) Specify the Quoted currency	
	g) Normally CAD at sight and Confirmed LC's are liable for rejection.	
Note: *LC will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly for opening of LC. LC validity period will be 90 days and for any extension applicable charges will be deducted from your bills. This is for your kind infn.*		
6	**LD Clause Confirm acceptance**	
	Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.	
	For Info: 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). **Imports**: CFR/CIF order- LD will be calculated based on the B/L date. **Indigenous**: FOR order - LD will be reckoned from the date of LR/Invoice whichever is later. However inordinate delay in delivering the materials will not suffice the case.	

7	**Offer Submission:**	
	7.1 Indigenous: 1. Submit your FIRM competitive offer rate per MT (basic price & freight) with best possible delivery on **FOR BHEL-Trichy basis ONLY**. All charges if any (like inspection (TPI), UT charges etc).	
	2. Price Variation Clause (PVC) is not acceptable and offer shall be rejected.	
	3. Service tax, Octroi, Entry tax etc to be indicated in offer and is payable extra only on submission of documentary proof.	
	4. Any other extra charges like ED, CST/VAT etc. are to be indicated clearly.	
	5. The offer will be evaluated on **total landed cost** to BHEL, Trichy as below, Total landed cost = FOR Trichy + applicable taxes + commercial loading as applicable - applicable tax credits	
	For Infn: For interstate supplies C-Form will be issued	
	7.2 Imports: 1. Suppliers to quote their rates on FOB/Load Port basis clearly mentioning their preferred type of loading (Break Bulk cargo/Containerized cargo). The quote should be all inclusive of all charges, including testing packing, inspection etc. Additionally ocean freight (LILO basis) for CFR, Chennai shall also be quoted separately. BHEL will finalize order on either FOB or CFR basis keeping its commercial interest. **Note: Offer on CFR (without freight breakup) or FOB only is not acceptable, both FOB & ocean freight to be quoted separately**	
	2. For CFR terms, shipped in Break Bulk/ Container, supplier shall quote the freight charges on LILO (LINER IN LINER OUT) basis.	
	3. Alternately shipment by container is also acceptable, and in case of shipment through container on CFR basis, acceptance to the following points are required. a. B/L should bear the endorsement that "14 free days for Container Detention is applicable". b. 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. 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. c. In the case of Containerised shipments on CFR basis, the place of delivery "CONCOR INTVT6" should be mentioned in BL and the charges for the inland transportation of Containers (Chennai Port to CONCOR INTVT6) shall be borne by Supplier by inclusion of same in the CFR rate. In the case of non-acceptance, then the cost of inland transportation charges (presently Rs 300/MT) will be loaded on your quoted price for evaluation.	
	4. Price Variation Clause (PVC) at the time of ordering is not applicable and offer shall be rejected.	
	5. The offer will be evaluated on **total landed cost** to BHEL-Trichy as below : Total landed cost = [CFR Chennai (or) (FOB + BHEL Freight)] + Customs duty as applicable+ 22% loading on Freight in case of deviation mentioned in point 3 (b) above + Import Incidentals (Port handling, Insurance & Local freight etc.,) + Commercial loading as applicable (for LD, Payment, container movement & Invoicing) - applicable tax credits.	
	Note: 1. For Import consignments Insurance will be arranged by BHEL, Trichy. 2. Exchange rate for converting such offers to INR will as SBI TT selling rate as on the date of Technical/Un-priced bid opening date in case of two part (technical + price bid) bid and price bid opening date in case of single part bid (only price bid). Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. In case the day of bid opening happens to be bank holiday in India, then exchange rate as on previous bank working day will be considered for evaluation. 3. Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty.	

8	**Delivery Terms:**	
	The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order. Our delivery requirement is 30 – 45 days from the date of Purchase order.	
9	**Material Warranty**	
	Free replacement of whole material in case of notification of defect in material within the period of One year from TC/Invoice date. Warranty certificate to be produced.	
10	Agency commission, if any should be clearly given in the offer (% on FOB, % on CFR Chennai inclusive).	
11	Service charges, commission charges and any other incidentals will NOT be paid extra.	
12	Defective Material replacement	
	Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date.	
13	Port of discharge shall be **Chennai Sea Port.** Pls confirm specifically	
14	Indicate the Port of shipment	
15	Indicate the Mill (Name, Location) & Country of origin	
16	Offer validity of 30 days is required after priced bid opening in case you are technically qualified. Normally price bid will be opened with 45 days from technical bid opening. Otherwise offer is liable for rejection.	
17	One Indian agent can represent one foreign principal only and submit one offer for these tender items. **Note:** In order to maintain sanctity of the tender system it is mandatory that one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. If any agent represents more than one supplier, all such offers will be rejected.	
18	Agency Commission :	
	a) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariable be shown separately in the Performa invoice & shall be declared in techno-commercial offer itself and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract. b) For calculation of rupee equivalent for agency commission, exchange rate as prevailing on the date of order will be taken.	
19	The due date mentioned in the enquiry is the date of opening of techno-commercial bid. After the scrutiny of technical bids, price bids of only technically accepted offer shall be opened with prior intimation.	
20	Offer is to be submitted in TWO part bids system in the E-Procurement portal. Scan copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal	
21	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	
22	**Risk Purchase Clause:**	
	BHEL at its 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 substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.	
23	Bidders are requested to submit their best competitive prices at the first instant itself and no revision of prices will be entertained after the tenders are opened.	
24	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
25	**Documents required for Indigenous suppliers**	
	1. DFT copy invoice. LR & original TC (Invoice no. & vehicle reference to be mentioned) to be sent along with each vehicle. Without T.C. Vehicle/wagon will not be unloaded. One set of photocopy of all the said documents to be sent along with vehicle. Invoice should mention the no of pieces/bundles.	
	2. One set of MTC, Original invoice (In case of VAT - Plus two copies, In case of CST – Plus one copy), LR copy shall be sent to MM/Purchase for bill processing.	

26	**Documents required for Import suppliers**	
	a. Bill of Lading.	
	b. Invoice, should show the description of the goods and the unit rate of each item as in the purchase contract. Against each item in the invoice and packing list, the serial number of the corresponding item in the purchase contract or as per order acknowledgement should be indicated.	
	c. Packing list must indicate case identification, case dimension, and case contents, no of bundles, gross and net weight.	
	d. Country of origin Certificate	
	e. Mill test certificate.	
	All the above documents should be submitted in triplicate & in all documents Contract No., L.C. No. and Import License No. are to be indicated.	
27	**For New Vendors (offer of manufactures / traders / Stockist will be considered)**	
	a. New suppliers not registered with BHEL, Trichy for supply of Plates & Sheets shall register on line at our web page: **https://suppliers.bheltry.co.in.**	
	b. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted along with offer documents, else offer is liable for rejection. Agency agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same.	
	c. Along with the offer document the following documents shall be submitted in part-I bid without fail. **<u>Manufacturers (Import/Indigenous)</u>** **1. Mandatory requirements (Supplier must submit the below mentioned documents or else offer will be liable for rejection):** i. Details of the mill with equipment & facilities. ii. Mill Test Certificate or un-priced PO copies for the grades & sizes quoted by supplier in the tender. iii. Quality manual or Table of contents (Manufacturers) iv. Manufacturing Process flowchart. v. List of testing equipment's and calibration details. vi. Valid ISO 9001 certificate. vii. Past 3 year audited financial report (indigenous supplier). viii. Recent D&B or Creditreform reports (In case of import vendor) of mill,, foreign agent or principal, Stockist. ix. Agency agreement (in case of Foreign or Indian agents). x. In case of Branch office / Liaison office in India bidding against this tender on behalf of their principal RBI clearance letter to be submitted. xi. Name of Mill & Country from where the material will be supplied. (for traders/stockist) **2. Additional details required (not mandatory and these shall be submitted additionally for establishing the credentials)** i. Recent D&B or Creditreform reports (In case of import vendor) of mill, foreign agent or principal. ii. Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc. iii. Product catalogue and other related documents. **<u>Traders / Stockist (Import/Indigeneous)</u>** **1. Mandatory requirements (Supplier must submit the below mentioned documents or else offer will be liable for rejection):** i. Copy of MTC (in case item is available in stock). ii. Name of Mill & Country from where the material will be supplied. iii. ISO 9001 copy of the mill from where this item will be supplied. iv. Previous year Tax Return. v. Company Incorporation/Registration Certificate issued by respective Govt. vi. Tax documents like PAN, TAN, Excise registration, CST/VAT registration certification etc. vii. D&B report or Creditreform reports (in case of foreign supplier). viii. Unpriced PO copies placed by PSU or reputed Indian Company.	

	d. If the supply (this item) is first time to BHEL/Trichy, then supplier have to supply minimum quantity on mutually agreed basis. After acceptance of material at our end after testing by BHEL, clearance for the balance quantity shall be given.	
	e. For new suppliers not registered with BHEL, Trichy for this product, **payment shall be made 45 days after receipt and acceptance of materials after testing at BHEL, Trichy lab. Pls confirm your acceptance**	
	f. In case of **foreign supplier**, quoting for LC payment, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 45 days from the date of receipt & acceptance of material after testing at our Lab. After acceptance of first lot, LC may be opened for the remaining lot.	
28	**Cartel Formation**	
	All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.	
29	**Fraud Prevention Policy**	
	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.	
30	**Authorisation for participation in EPS portal through DSC**	
	a. E-Tender Participation requirements	
	Either Principal or authorised agent shall register their Digital Signature Certificate (DSC) (Class 3-SHA2- 2048 BIT- SIGNING & ENCRYPTION). You are advised to pls go through the FAQ available in the web portal (**https://bheleps.buyjunction.in).** DSC shall be registered for the authorised person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.	
	b. For foreign Principal	
	In case of Principal (being foreigner) they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage **http://www.cca.gov.in/cca/.**	
	For Indian agent	
	In case of agents participating/registering their DSC (of authorised person), it will be at the sole authorisation of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.	
	DSC Authorisation	
	Pls intimate the authorised person name, Mail ID for registering DSC with us to participate in E-Tenders.	
31	**Execution of the Order**	
	a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL"s end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.	
	b. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.	
32	**Conditions for transportation:**	
	In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, 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". Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	

33	**Role of Agents:**	
	a. BHEL will deal directly with manufacturers only.	
	b. BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.	
	c. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.	
	d. In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.	
34	**Resolution of Disputes**	
	a. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.	a.
	b. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 days of its occurrence, then, unless otherwise provided in the contract, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in BHEL Trichy, appointed to be the arbitrator by the General Manager/MM BHEL Trichy. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)	b.
	c. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy.	c.
	d. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India	d.
35	**In the event of Force Majeure**:	
	a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD.	a.
	b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	b.
	c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.	c.
	d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.	d.

36	**General terms**	
	1. Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.	
	2. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages	
	3. All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.	
	4. Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.	
	5. Any clarification regarding tender shall be done before Part –I due date itself through EPS portal itself, and in case of immediate non-availability of DSC you can clarify through with the following mail ids **kjoe@bheltry.co.in** or **krishnakumar@bheltry.co.in** The above mail id is provided for initial clarification purpose only and no further correspondences shall be entertained through this mail ids.	
	6. Unloading of the materials is in the scope of BHEL. However Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only.	
	7. Applicable INCO term for this tender is INCOTERMS 2010	
	8. Foreign suppliers has to submit the **Non-Negotiable Document** before the shipment reaches the port or else the demurrage and detention charges will be deducted from suppliers invoice.	
	9. Supply credentials not older than 5 years shall only be considered.	
	10. The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards. In case of dispatch through sea then materials shall be shipped in Sea worthy packing condition. Packing charges will be supplier's account.	
	11. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.	
	12. In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.	
	13. In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by EPS / e-Mail message. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.	
	14. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.	
	15. Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.	
	16. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, ➢ **https://bheleps.buyjunction.in** ➢ **http://tenders.gov.in** ➢ **http://eprocure.gov.in**	

	17. The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).	
	18. In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.	
	19. Indigenous suppliers should submit the prices in Indian Rupees only. Import suppliers may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided.	
	20. **Set-off Clause**: BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.	
	21. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
37	**Evaluation of offer**	
	a. The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.	
	b. Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.	
	c. For suppliers within Tamil Nadu state, as per prevailing VAT Act, VAT input credit is currently 5%. For suppliers from other state, 2% CST will be paid against C-Form.	
	d. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order.	
	e. In the event of any change in scope / quantity arising out of the discussions, offerer would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.	
38	**Patent Right**	
	The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.	
39	**Suspension of Business Dealings with Suppliers/ Contractors**	
	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.	
	Integrity commitment, performance of the contract and punitive action thereof:	
	1. Commitment by BHEL	
	BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity	

	2. Commitment by Bidder/ Supplier/ Contractor	
	a	The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India
	b	The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL
	c	The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL
	If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions	
40.	Your technical offer is subject to our customer approval. In case our customer approval is not obtained, your offer will not be considered for price bid opening. This is for information.	
41.	**Caution:**	
	➢ The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time. ➢ The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.	
42.	**In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender/ PO at any stage of execution.**	
43.	Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID).The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://bheleps.buyjunction.in within 14:00 Hrs of the due date of this tender. The bidder would be required to register on the e-procurement market place https://bheleps.buyjunction.in and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.	

On behalf of BHEL

K. JOSEPH REGIS
Deputy General Manager
MM / RM / Steel (Purchase)
BHEL, TIRUCHY - 620 014.

To be filled & Signed by Original Manufacturer/Mill

Name of the mill / Principal:

Signature:

(Affix Seal)

(All conditions were read & clearly understood and agreed in totality with the mentioned deviations only)

BHEL recently received guidelines from Govt. Of India and Central Vigilance Commission and we have been asked to comply with the guidelines with regard to dealings with Indian Agent/Foreign Agent of Foreign Suppliers.

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1. Mandatory submission of an Agency Agreement

1.1 It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.

1.2 The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.

1.3 In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

1.4 Agents will file an authenticated Photostat copy duly attested by a Notary Public / Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent.

1.5 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the Foreign Principal.

2. Disclosure of particulars of agents / representatives in India

2.1 Tenderers of Foreign nationality shall furnish the following details:

2.1.1 The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the agents / representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.

2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.

2.1.3 Confirmation of the Tenderer that the commission / remuneration, if any, payable to his agents / representatives in India, paid in Indian Rupees only.

2.2 Tenderers of <u>Indian Nationality</u> shall furnish the following details:

2.2.1 The Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

2.2.2 The amount of commission / remuneration included in the price(s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission / remuneration, if any, reserved for the Tenderer in the quoted price(s), paid in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 Failure to furnish correct and detailed information as called for in paragraph 2.1 & 2.2 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

Please furnish the above information immediately