

ANNEXURE-A

ENQUIRY CONDITIONS FOR SUPPLY OF STAINLESS PLATES TO SPECIFICATION SA240TY310S

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: Stainless Steel Plates to Spec SA240 Ty 310 S							
	a. Material shall be supplied as per the specification SA240 Ty 310 S	a)						
	b. Material shall be supplied in trimmed edge condition only.	b)						
	c. All Material shall be supplied in pickled and passivated condition only.	c)						
	d. Refer Quality Control Order issued by Steel Ministry (Govt. of India) for Stainless Steel Sheets & Plates. Items covered in the said Quality Control order, shall be certified and marked in dual spec (ASME Specification & grade / IS Specification & grade). Offer on ASME specification alone for the grade covered in Quality Control order is not acceptable and offer will be rejected. Pls confirm acceptance for complying with quality control order issued by GOI.	d)						
	e. Supply of material shall be in Plate only. Supply in Coil form is not acceptable and offer will be rejected.	e)						
	f. Radio activity Check: 1) Plates and sheets shall be free from radioactivity and the measured values near 5cm from the surface of the material shall be reported in Mill TC. 2) Acceptance limits: Shall be less than 0.1 milli Rontgen (MR) per hour or 1 micro Sievert per hour. Measured Radioactivity levels shall be reported in the Mill Test Certificate. Pls confirm.	1. 2.						
2.	Material Description: Size & Qty:							
	<table border="1"> <thead> <tr> <th>Sl.No</th><th>Description</th><th>Qty (MT)</th></tr> </thead> <tbody> <tr> <td>1</td><td>SS PL 12X1250X3250 – SA240TY310S</td><td>10.140</td></tr> </tbody> </table>	Sl.No	Description	Qty (MT)	1	SS PL 12X1250X3250 – SA240TY310S	10.140	
Sl.No	Description	Qty (MT)						
1	SS PL 12X1250X3250 – SA240TY310S	10.140						
	Alternate width of 1500 mm is also acceptable. Suppliers may take cognizance of the same and quote accordingly. Pls confirm the offered width.							
	a. Quantity tolerance: - /+ 10 % for individual item.							
	b. No. of pieces shall be indicated in invoice/TC.							
	Invoicing shall be on Theoretical weight basis with density factor 7.9 Kg/dm ³ (SA240TY310S). In case the supplier quotes on actual weight basis, then suitable loading on their quoted price will be applicable to the maximum allowed tolerance on thickness (Positive side) as indicated in the standard SA480. (Theoretical Weight + % age of maximum allowed tolerance limit on thickness). However, for invoicing on actual weight basis, BHEL weighment is final. In case BHEL weighment exceeds to the invoice weight, and then it will be restricted to invoice weight only.							
3.	Inspection & Certification							
	Two set of original test certificates shall be provided and shall incorporate, standard to which the material comply E.g. (SA240 TY310S), Melt no, BHEL order No, Supplier name, Logo, Identification no, TC No, Size Chemical analysis and mechanical testing and bear with signature of competent authority.							
	a. The following details are to be stenciled on each sheets/plates without fail. 1. SIZE OF THE PLATE (Ex: PL 12 X 1250 X 3250 MM) 2. MATERIAL SPECIFICATION (Ex: SA240 TP310S) 3. MELT NUMBER 4. COIL NUMBER 5. QUANTITY (in Nos / Weight in MT) 6. Name (or) Mark of Manufacturer to be marked legibly	a)						

4.	Offer Submission:
	4.1 Indigenous:
1.	Submit your FIRM competitive offer rate per MT (basic price & freight) with best possible delivery on FOR BHEL-Trichy basis ONLY . The quoted prices shall be inclusive of all charges (like testing charges, Freight, etc.).
2.	Price Variation Clause (PVC) is not acceptable and offer shall be rejected.
3.	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. Indicate the GST registration number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
For supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier shall fully comply to the below points.	
4.	Supplier shall mention their GSTN registration number in all their invoices (incl. Credit notes, debit notes) 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.
5.	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
6.	Invoices will be processed only upon completion of statutory requirement and further subject to following: a) Vendor declaring such invoice in Form GST ANX-1 b) Receipt of Goods or Services and Tax invoice by BHEL
7.	As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2)
8.	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.
9.	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 or debit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month notified by BHEL.
10.	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.
11.	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
Note: a. Transit insurance in the scope of supplier only. b. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor. c. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor. d. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.	

- e. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

4.2 Imports:

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| a. Suppliers to quote their rates on CFR-Chennai basis only. The quote should be inclusive of all charges, including testing packing, inspection etc. 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. | a. |
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Note: Offer on CFR (without freight breakup) or FOB only is not acceptable, both FOB & ocean freight to be quoted separately

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| b. Shipment shall be through container only. Accordingly supplier shall quote the freight charges on LILO (LINER IN LINER OUT) basis. | b. |
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Note: Pls check Clause 2(a) above and may quote suitable size accordingly meeting the aforesaid shipment requirement

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| c. For shipment through container, acceptance to the following points are required.
i. B/L should bear the endorsement that "14 free days for Container Detention is applicable"
ii. 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. |
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| d. Price Variation Clause is not acceptable and offer shall be rejected | d. |
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- e. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

- f. The offer will be evaluated on **total landed cost** to BHEL-Trichy as below:
Total landed cost = CFR Chennai + Customs duty as applicable + 22% loading on Freight in case of deviation mentioned in point (4.2.c) above + Import Incidentals (presently 2.22% of CFR Value) + Commercial loading as applicable - applicable tax credits.

Note:

- For Import Consignments Insurance will be arranged by BHEL, Trichy.
- 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.
- Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty.
- 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. At present penalty is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). Hence the supplier shall submit the Non-Negotiable Documents (Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin, etc.) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.
- In case of any penalty due to late filing of Bill of entry for reasons attributable to suppliers (as listed below), the same will be recovered from the bills of supplier:
 - Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival
 - Discrepancy in documents
 - Short landing of Consignments (For shipments on CFR- Chennai Port)
- For all the shipments for the contracts (POs) finalized on CFR- Chennai Port basis,
 - Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. To avoid any delay, BHEL prefers Single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.
 - The detention/demurrage charges arise 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 Supplier's bills.
 - Apart from the Terminal Handling Charges, Container cleaning Charges & Delivery Order Charges at final port of discharge, any other charges will not be borne by BHEL.
 - The liner/freight forwarders shall be informed by the Vendor not to claim any additional charges (like charges listed below) for issuing Delivery Order. In case if the liner/freight forwarder claims such charges, the same amount will be

	deducted from the Vendor bills with/without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden charges are listed below.	
	1. CIC - Container Imbalance Charges/Surcharges 2. CAF - Container/Currency Adjustment Factor 3. RDS - Rupee Depreciation Surcharge	4. EIC - Equipment Imbalance Charge/Surcharges 5. BAF - Bunker Adjustment Factor 6. CDS - Currency Depreciation Surcharge
5.	Payment terms:	
	5.1 Import	
	a) BHEL Payment term is 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	a)
	b) In the case of Usance LC (60 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.	b)
	c) 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.	c)
	d) Quoted currency to be indicated	d)
	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 to supplier account.	
	5.2 Indigenous	
	a) Payment term is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials.	a)
	5.3 Indigenous / Import suppliers not registered with BHEL, Trichy for Stainless Steel Plates and sheets	
	a. 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.	a.
	b. For new suppliers not registered with BHEL, Trichy for SS Plates and sheets, payment shall be on CAD basis after 60 days from receipt and acceptance of materials after testing at BHEL, Trichy lab. Pls confirm your acceptance.	b.
	c. In case of foreign supplier quoting for LC payment, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 60 days from the date of receipt & acceptance of material after testing at our Lab. After acceptance of first lot, only Usance LC with 60 days credit will be opened one month prior to material readiness and loading shall be considered @1.5% on the offered value.	c.
	Note: New suppliers not registered with BHEL, Trichy for supply of Plates & Sheets shall register on line at our web page: https://supplier.bhel.in/ . Pls note this material is covered in item code "STSSP"	
6.	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 indicated for each item in EPS. Supplier shall take note of the same and specifically confirm the delivery schedule. <u>Our preferred/required delivery schedule is within 45 - 60 days from PO. Suppliers shall quote shortest possible delivery and shall avoid offering longer delivery period.</u> Offers with longer delivery period are liable for rejection considering our project schedules/production requirement. Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract.	
7.	LD Clause Confirm acceptance for	
	Liquidated damages shall be 0.5% of the undelivered portion/value per week or part thereof subject to a maximum of 10% of the total order.	
	NOTE: 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).	
	For Info. :  Imports: CFR order- LD will be reckoned from B/L date  Indigenous: FOR order - LD will be reckoned from the date of LR/RR/BL / Invoice whichever is later	
	However inordinate delay in delivering the materials will not suffice the case. Also informed that for staggered delivery and single lot delivery separate PO will be placed.	
8.	Anti-dumping duty	
	1. With respect to Antidumping Duty (ADD), declaration by Import Supplier's Mill/principal (only) is to be submitted for the applicability of ADD for each item with size detail. If ADD is applicable, Pls indicate the quantum of ADD.	1.
	2. Anti-dumping duty, if any declared by Import Mill/principal as per (a) above, will be loaded for arriving at landed cost.	2.

	3. In case any new ADD comes into effect at the time of execution of order, BHEL may short close the balance quantity with mutual consent	3.
9.	Pre-qualifying requirement: In addition to the size & specification requirements, suppliers shall meet the Pre-qualification Requirements (Pre-Qualification requirements (PQR) for the Procurement of Stainless steel plates and sheets as per specification SA240 TP304, TP304L, TP309S, TP310S, TP316L, TP409, TP410 & TP430 Open tender – Non IBR quality ref: REF:MM:PUR:SS PLATES & Sheets dt 15.11.2019) for enclosed herewith. Pls submit all the required documents in line with the respective PQR. The offers of the suppliers who fail to do so will be liable for rejection.	
10.	List of Documents to be submitted along with offer (only offer of manufactures will be considered)	
	a. For Pre-qualifying requirements as per Clause-9 of this annexure and submit the relevant documents as per the same. If incorrect or part of the required documents are provided, then in that case will not be able to evaluate and qualify the offer. Hence Pls submit documents as mentioned in Pre-qualifying requirements.	a.
	b. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, along with registration 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.	b.
	c. Along with the offer document the following documents shall be submitted in Part-I bid without fail. This is apart from Pre-qualifying requirements as mentioned in Clause-9 i. Mandatory requirements (Supplier must submit the below mentioned documents or else offer will be liable for rejection): 1. Copy of Valid BIS (Bureau of Indian standard) License for the quoted grades which are covered in quality control order. 2. Agency agreement (in case of Foreign or Indian agents). Requirements for agency agreement enclosed. 3. Latest financial audited report from reputed third party business rating agency like D&B/ Credit reform (In case of import vendor) of foreign agent or principal. 4. Incorporation certificate or IT returns of Indian Agent. 5. Tax certificates for Indigenous supplier. ii. Additional details required (not mandatory and these shall be submitted additionally for establishing the credentials) 1. Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc. 2. Customer appreciation letter for using the offered grade of material. 3. Product catalogue and other related documents.	c.
11.	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.	
12.	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.	
13.	For Imports - Port of discharge shall be Chennai Sea Port . Pls confirm specifically	
14.	For Imports -Indicate the Port of shipment	
15.	For Imports -Indicate the Mill (Name, Location) & Country of origin	
16.	Offer validity of 30 days is required after price 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. Thus total of 75 days is required from Part-I bid opening. Offer with shorter validity are 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.	Agency commission, if any should be clearly given in the offer (% on FOB / CFR Chennai inclusive).	
20.	Service charges, commission charges and any other incidentals will NOT be paid extra.	
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.	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.	
23.	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.	
24.	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	
25.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
26.	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.	
27.	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.	
28.	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://bhel.abcpocure.com/). 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.	
29.	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. HSN code to be indicated for each item.	
	c. Packing list must indicate case identification, case dimension, and case contents, no of bundles, gross and net weight.	
	d. Country of origin Certificate. HSN code to be indicated for each item.	
	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.	

30.	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 (Plus one copy), LR copy shall be sent to MM/Purchase for bill processing.	
31.	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.
32.	Role of Agents:	
	a. BHEL will deal directly with manufacturers only. Offers from Traders & Stockiest will not be considered.	
	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.	
33.	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 case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.	
	c. 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.	
34.	Resolution of Disputes	

	a. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to the interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.	
	b. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.	
	c. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Trichy (the place from which the Contract is issued)	
	d. The cost of arbitration shall be borne as per the award of the Arbitrator.	
	e. Subject to the arbitration in terms of clause as above, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.	
	f. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.	
	g. In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.	
35.	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. 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.	
	d. 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.	
36.	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.	
37.	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	
38.	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.	
39.	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. Supplier shall mention the HSN code for each item quoted by them in the offer. 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 id sudheer@bhel.in & mrsamy@bhel.in . The above mail id is provided for initial clarification purpose only and no further correspondences shall be entertained through this mail ids. 6. 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. 7. 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. 8. Applicable INCO term for this tender is INCOTERMS 2010 9. Foreign suppliers has to submit the Non-Negotiable Document to bank/directly to BHEL as per the relevant payment term, well before the shipment reaches the port or else the demurrage and detention charges due to the delay in submission by supplier will be deducted from suppliers invoice. 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. 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. 12. 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.	
	13. BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive	
	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://bhel.abcpurchase.com/ , 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. Duty benefits for Import Vendors	
	a. In case CEPA or any other agreement/treaty between respective Governments/Countries exists for the enquired Items/tender, which entails concessional custom duty or any other benefits for importing the same in India, supplier shall declare/ mention it in their offer. Pls confirm whether any such concessional duty for importing in India is applicable or not.	
	b. For such cases, pls mention the Concessional Customs Duty (% of Basic custom duty) for the offered item/s. Pls mention in percentage only.	
	c. Documentary proof for the applicable Concessional Customs Duty (e.g. CEPA or other agreement) shall be submitted along with the Part-1 bid.	
	d. Relevant documents to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents. Confirm your acceptance.	
	e. In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.	
	<i>Note: Evaluation of the Price bids will be based on the above details. Unless specifically mentioned/furnished by the supplier in the offer document, Customs Duty benefit may not be applied for evaluation purposes.</i>	
	21. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
	22. 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.	
	23. 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.	
40.	For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.	
41.	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. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php	
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.	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.
44.	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://bhel.abcpurchase.com/ 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://bhel.abcpurchase.com/ 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

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 or,ly)



SUDHEER APPIRE DDYGARI
Senior Engineer / Purchase
Materials Management / Steel
BHEL, TRICHY - 620 014.

Offer submission check list

Sl. No	List of Documents to be submitted along with offer	√ (Enclosed with offer)	X (Not enclosed)	Not applicable
1.	Product catalogue	☐	☐	☐
2.	Point wise confirmation to PQR (Prequalifying requirements)	☐	☐	☐
3.	Valid BIS license for the quoted grades which are covered in quality control order.	☐	☐	☐
4.	Details of In-House manufacturing facilities	☐	☐	☐
5.	list of testing equipments & instruments with Calibration details	☐	☐	☐
6.	Certification of Labs as per ISO 17025, if available	☐	☐	☐
7.	ISO 9001 certification / Quality management system / Written down procedure	☐	☐	☐
8.	List of facilities available for raw material to finished product	☐	☐	☐
9.	Proof of supply (Unpriced PO copies, Mill Test Certificates, Invoice / Bill of lading copy) covering minimum and maximum sizes of the quoted specifications	☐	☐	☐
10.	Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc., if available	☐	☐	☐
11.	Audited copies of annual report for last three years for Indigenous suppliers	☐	☐	☐
12.	GST Certificate Indigenous supplier	☐	☐	☐
13.	Latest D & B or Credit reform report for Import suppliers	☐	☐	☐
14.	Agency agreement (in case of Foreign or Indian agents).	☐	☐	☐
15.	Incorporation certificate & IT returns of Indian Agent.	☐	☐	☐
16.	Tax certificates for Indigenous supplier	☐	☐	☐

BHEL/TRICHY
MM/RM/PURCHASE/STEEL

REF:MM:PUR: SS PLATES & SHEETS Rev 01

DT : 15.11.2019

Pre - Qualification requirements (PQR) for the procurement of Stainless Steel Plates & Sheets as per specification

SA 240 TY 304, TY 304 L, TY 309S, TY 310S, TY 316L, TY 409, TY410 & TY 430 Open Tender – Non-IBR Quality

A. Organizational Capability:

1. Manufacturers having Plate/Sheet rolling Mill are only eligible to participate. Offer from traders, fabricators and stockists are not acceptable and will not be considered for evaluation. Product catalogue shall be submitted.
2. Suppliers without basic manufacturing facilities in-house, shall not be considered for evaluation. In house facilities for Heat treatment are mandatory requirements for consideration of the offer. Details of the mill with list of manufacturing facilities and List of testing equipments & measuring instruments shall be submitted.
3. If the supplier is not having steel making facility, then source of raw material for the manufacturing shall be indicated. If the supplier is dependent on more than one source for steel making, all the sources should be indicated and the supplies should be restricted to the indicated list of raw material suppliers. The supplier shall confirm that the raw material test certificate/s will be furnished along with product test certificate/s.
4. Chemical, Mechanical testing shall be done in house or at Labs certified as per ISO 17025 or Government approved labs.
5. Suppliers shall submit a valid ISO 9001 certificate or Quality Assurance Manual or Written down procedure.
6. BHEL /End Customer reserves the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection.
7. BHEL/End customer reserves the right to inspect the first lot of materials at vendor's works for giving clearance before bulk production.

B. Technical Competence:

1. Confirmation to the tendered specifications is mandatory for consideration of offer.

C. Past Experience/ Performance:

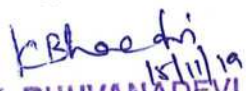
1. Suppliers shall indicate their annual installed capacity for the tendered specification & it shall be more than the tendered quantity
2. Suppliers shall have supplied Plates/Sheets in the tendered specifications.
3. Supply credentials in the recent past like unpriced PO copies with corresponding proof of supply (such as Invoice / Bill of lading copies and test certificates) covering minimum and maximum sizes shall be submitted. If credential is not available for any specific tendered size, then specific declaration shall be submitted by Mill stating the capability to produce the quoted size/s.

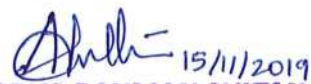
D. Financial Soundness:

1. Indigenous suppliers shall submit copies of annual reports (Balance Sheets), Profit & Loss statement for last three years (or from date of incorporation whichever is less) and GST certificate.
2. Import suppliers shall submit latest audited report from reputed third party business rating agency like D&B / Credit reform.

Necessary supporting documents shall be submitted for meeting each of the above Pre-Qualification Criteria for evaluation of the offers.

BHEL reserves the right to consider/Not-consider the offers based on the evaluation of documents submitted for the above Pre-Qualification Criteria. If required, BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.


K. BHUVANA DEVI
Deputy Manager
MM / RM / Material Planning
BHEL, TRICHY - 620 014.


ABDUR RAHMAN SULTAN
Senior Engineer
Quality Assurance
B.H.E.L., Trichy-620 014.