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

Ref: FB100/STCTP/1002000051 | 18-07-2020

ANNEXURE-A

ENQUIRY CONDITIONS FOR SUPPLY OF SHEETS TO SPECIFICATION ASTM A588GR A / JISG 3125

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) Corrosion resistant Low alloy steel to specification ASTM A588 Gr. A or JISG 3125. Please clearly indicate the specification offered.	a.
	b) Pls confirm the supply condition of the plates (Trimmed / Mill edge). Trimmed edge is preferred.	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. | SH 3.15X1235X4500MM-ASTMA588GRA/JISG3125 | **372.000**	a.
	b. Enquired width is preferred, however suppliers may alternately quote for other width also subject to condition that, minimum width acceptable is 1200 mm. Deviation in width & length of plate other than specified in tender is not acceptable	b.
	c. Quantity tolerance: - /+ 5 % for individual item	c.
	d. No. of pieces shall be indicated in invoice/TC	d.
	e. Invoicing of Sheets shall be on theoretical weight basis only with density factor of 7.85 gm/cc. Supplier shall quote only on theoretical weight basis and deviation not acceptable. 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 ASME-SA6. (Theoretical Weight + % age of maximum allowed tolerance limit on thickness). However, for invoicing on actual weight basis, BHEL weighment is final. Incase BHEL weighment exceeds to the invoice weight, and then it will be restricted to invoice weight only.	e.
	f. Sheets in Cold rolled or hot rolled conditions are acceptable. Pls confirm for sheets are whether Cold rolled or Hot rolled.	f.
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.	
4.	**Delivery Terms:**	
	The offer shall clearly indicate delivery period in **fixed number of weeks/Months** from the date of Purchase Order. **Our required delivery schedule is 45 - 60 days from PO. Supplier shall take a note of the same and specifically confirm the delivery schedule. Suppliers shall quote shortest possible delivery and shall avoid offering longer delivery period.** 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.	

5.	**Pre-qualifying requirement:**	
	Suppliers shall meet the Pre-qualification Requirements (***Pre-Qualification requirements (PQR) for the procurement of Low Alloy Steel Sheets as per Specification ASTM A 588 Gr A or JIS G 3125 through Open Tender) REF: MM:PUR: Low Alloy Sheets dt 14.05.2020)*** 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.	
6.	**List of Documents to be submitted along with offer (only offer of manufactures will be considered)**	
	a. For Pre-qualifying requirements as per **Clause-5** 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. You may follow enclosed checklist for the list of documents	a.
	b. 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-5** **i. Mandatory requirements (Supplier must submit the below mentioned documents or else offer will be liable for rejection):** 1. Incorporation certificate or IT returns of Indian Agent. 2. 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. Any other related documents.	b.
7.	**Supply condition**	
	Stenciling of following details on Sheets / Plates to be ensured in addition to specification requirement	
	i. Size of the Plate(EG: SH 2.5 X 1235 X 4500 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.
	a. Uncoiled, bundled with metal foil wrapped and strapped. 50 Sheets in each bundle and not exceeding 10 MT. 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.	a.
8.	**Offer Submission: 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 needs 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/Warrantee 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.	
9.	**Payment terms: Indigenous**	
	a) Payment term is 100% direct EFT payment after **60 days** from the date of receipt and acceptance of materials.	a)
	Suppliers not registered with BHEL, Trichy for grade ASTM A588 Gr. A or JISG 3125.	
	a. If the supply (this item) is first time to BHEL/Trichy, then suppliers 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 **ASTM A588 Gr. A or JISG 3125, payment shall be after 60 days from receipt and acceptance of materials after testing at BHEL, Trichy lab**. Pls confirm your acceptance.	b.
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 "**STCTP**"*		
10.	**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 value.**	
	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. : **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.	

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.	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. **Thus total of 75 days is required from Part-I bid opening. Offer with shorter validity are liable for rejection.**	
14.	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	
15.	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.	
16.	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.	
17.	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	
18.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
19.	**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.	
20.	**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. <u>The value under Risk purchase clause shall be calculated as follows:</u> Risk & Cost Amount= [(A-B) + (A x H/100)] Where, i. A= Value of Balance scope of Work/ Supply (*) as per rates of new contract ii. B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. iii. H = Overhead Factor shall be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *** Balance scope of work/ supply** Difference of Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount. **Note: In case vendor fails to fulfil any of the PO / Contract obligations as per PO/Contract, PO / contract shall be cancelled and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.**	
21.	**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.	

22.	**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.abcprocure.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.	
23.	**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.
24.	**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.	
25.	**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.	

26.	**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 case of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. Incase more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly; BHEL's decision in such situations shall be final and binding.	
	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.	
27.	**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.	
28.	**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.	
29.	**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.	
30.	**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. 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.	
	10. 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.	
	11. 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.	
	12. BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive	
	13. 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.	

	14. Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.	
	15. 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.abcprocure.com/, http://eprocure.gov.in**	
	16. 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).	
	17. 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.	
	18. 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.	
	19. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
	20. 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.	
	21. **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.	
31.	"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 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."	
32.	**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**	

33.	**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.**
34.	**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.
35.	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.abcprocure.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.abcprocure.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

SUDHEER APPIRE DDYGARI
Senior Engineer / Purchase
Materials Management / Steel
BHEL, TRICHY - 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)

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.	Details of In-House manufacturing facilities	☐	☐	☐
4.	list of testing equipments & instruments	☐	☐	☐
5.	Certification of Labs as per ISO 17025, if available	☐	☐	☐
6.	ISO 9001 certification / Quality management system / Written down procedure	☐	☐	☐
7.	Proof of supply (Unpriced PO copies, Mill Test Certificates and unpriced Invoice / Bill of lading copy) covering minimum and maximum sizes of the quoted specifications.	☐	☐	☐
8.	Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc.	☐	☐	☐
9.	Annual report for last three years for Indigenous suppliers & GST certificate	☐	☐	☐
10.	Latest audited report from any business rating agencies for Import suppliers	☐	☐	☐
11.	Incorporation certificate or IT returns of Indian Agent.	☐	☐	☐
12.	Tax certificates for Indigenous supplier	☐	☐	☐

BHEL-TRICHY
MM/RM/PURCHASE/STEEL

REF: MM:PUR: Low Alloy Sheets **DT : 14.05.2020**

Pre-Qualification requirements (PQR) for the procurement of Corrosion Resistant Low Alloy Steel Sheets to specification ASTM A 588 Gr A or JIS G 3125 through Open Tender

A) Organizational Capability:

1. Manufacturers having Sheet manufacturing facilities are only eligible to participate. Offer from traders, fabricators, Re-rollers and stockists are not acceptable and will not be considered for evaluation. Vendors to indicate the nature of the Firm. Product catalogue shall be submitted.
2. Suppliers without basic manufacturing facilities in-house shall not be considered for evaluation. In house facilities for Hot finishing or cold finishing, Rolling are mandatory requirements for consideration of the offer. Details of the mill with list of manufacturing facilities and List of testing equipment & 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 certificates will be furnished along with product test certificates.
4. Chemical and 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 reserve 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 the right to inspect the first lot of materials at vendor's works for giving clearance before bulk production.

B) Technical Competence:

1. Confirmation of compliance to the tendered specification is mandatory for consideration of offer.
2. Manufacturer TC shall be submitted in compliance to the specification requirement.

C) Past Experience / Performance:

1. Suppliers shall indicate their annual installed capacity for the tendered specifications & it shall be more than the tendered quantity.
2. Supplier should have supplied sheets to the tendered specification.
3. Supply credentials in the recent past like unpriced PO copies with corresponding proof of supply (such as Invoice/ Bill of Lading) & 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 that quoted size/s.

D) Financial Soundness:

1. Indigenous suppliers shall submit copies of annual reports 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 all the above Pre-Qualification Criteria for evaluation of the offers.

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

K Bhuvanadevi 14/5/2020
K. BHUVANADEVI
Deputy Manager
MM / RM / Material Planning
BHEL, TRICHY - 620 014.

Vaibhav 14-05-2020
VAIBHAV SAXENA
Senior Engineer
Quality Assurance
BHEL, Trichy - 620 014

ANNEXURE- M

Special Provisions for Micro and Small Enterprises (MSE)

(Subject to the participating MSE vendors meeting the tender requirements of BHEL)

1. 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors should meet the tender requirements of BHEL. RC will be entered into with MSE vendor accordingly.

2. Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006.

3. If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.

4. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. Apart from this 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs.

5. Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%. In case of more than one such MSE, the supply shall be shared proportionately.

6. The MSE vendor will be contacted before issuance of order and based their acceptance, formal order will be placed against the RC.

7. Though the Rate Contract will be issued to MSE vendor fulfilling all the mentioned terms, if it not possible to split the ordering qty for one particular location/ unit/ region on account of reasons like customer contract requirement for supply from their approved sources, small qty less than a truck/trailer load etc, then BHEL will not place that order on the MSE vendor.

8. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.

9. MSE suppliers can avail the intended benefits only if they submit along with the offer, Valid EM-II certificate or valid NSIC certificate or UAM certificate along with attested copy of a CA certificate (Format enclosed as below) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

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Annexure - I

Certificate by Chartered Accountant on letter head

This is to Certify that M/s .... (hereinafter referred to as 'company') having its registered office at .... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part—II) .... dtd .... Category .... (Micro/ Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises**: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
   Rs. .... Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006
   Rs. .... Lacs

(Strike off whichever is not applicable)

The above investment of Rs...Lacs is within permissible limit of Rs. .... Lacs for .... Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is................................. (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant