

BHEL/TRICHY
MM/RM/PURCHASE/STEEL

REF:MM:PUR: SA240 TY309S

DT : 22.07.2020

Pre-Qualification requirements (PQR) for the procurement of SS Plates as per specification SA240 TY309S through Open Tender

A. Organizational Capability & Technical Competence:

1. Details of manufacturer for the offered item.
2. Chemical & Mechanical Testing shall be done in house of manufacturer or at Labs certified as per ISO 17025 or Government approved labs

B. Past Experience/ Performance:

1. Bidder should have supplied or manufactured plates of the tendered specification.
2. Supply credentials like unpriced PO copies (not later than 5 years from the date of enquiry) with proof of supply such as Invoice / Shipping documents along with the test certificates.

Supplier shall confirm the below points:

- i. Confirmation to tendered specification is mandatory for consideration of Offer.
- ii. Supply shall be in plate form. Supply in coil form is not acceptable.
- iii. Marking: Each plate should be identified with Stenciling/stamping to the following details: Specification, Grade, Melt. No., Maker's emblem/code.
- iv. Manufacturer's test certificate shall be furnished in line with the material specification.

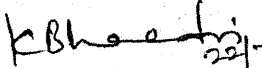
C. Financial soundness:

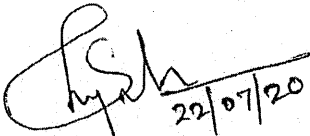
- a. Indigenous supplier/agent/Trader / stockiest: Past 3 year audited financial report (or from the date of registration/incorporation whichever is less) & GST registration certification etc.
- b. Import supplier/agent/Trader / stockiest: Latest audited report from any third party business rating agency like D&B, Credit reform etc.

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 verify information submitted by vendor. In case the information is found false/incorrect, the offer shall be rejected.

BHEL also reserves the right to carry out audit checks for confirming the material properties on the material supplied during material receipt at BHEL. Supplies found defective during the check or subsequent processing at BHEL will be rejected.


22/7/2020
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ANNEXURE-A

ENQUIRY CONDITIONS FOR SUPPLY OF STAINLESS PLATES TO SPECIFICATION SA240TY309S

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 309 S							
	a. Material shall be supplied as per the specification SA240 Ty 309 S	a)						
	b. Pls confirm the supply condition of the plates (Trimmed / Mill edge). Trimmed edge is preferred.	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.	Public Procurement (Preference to Make in India) a. <i>For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier/ Non local supplier and purchase preference to class 1 local supplier, is as defined in Public procurement (Preference to Make in India), order 2017 dt 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part – II bids against this NIT.</i> b. Local content certification: The bidders shall provide local content certificate as per Public Procurement (Preference to Make in India order 2017 dt 04.06.2020 issued by DPIIT) Order.							
3.	Material Description: Size & Qty:							
	<table> <tr> <th>Sl.No</th><th>Description</th><th>Qty (MT)</th></tr> <tr> <td>1</td><td>SS PL 5X1250X3250 MM-SA240TP309S</td><td>15.000</td></tr> </table>	Sl.No	Description	Qty (MT)	1	SS PL 5X1250X3250 MM-SA240TP309S	15.000	
Sl.No	Description	Qty (MT)						
1	SS PL 5X1250X3250 MM-SA240TP309S	15.000						
	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: - /+ 5 % for individual item.							
	b. No. of pieces shall be indicated in invoice/TC.							
	c. Invoicing shall be on Theoretical weight basis with density factor 7.9 Kg/dm ³ (SA240TY309S). 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. Incase BHEL weighment exceeds to the invoice weight, and then it will be restricted to invoice weight only.							

4.	Inspection & Certification
	a. Two sets of original test certificates shall be provided as per the applicable standard.
	b. For Manufacturers, Mill test Certificates are to be duly stamped and signed by the Mill's Inspection-in charge. Corresponding mill TC's should also be provided along with dispatch of Plates.
	c. Test certificates shall incorporate the details regarding material specification, standard to which the material comply E.g. (SA240 TY309S), Melt no, Supplier name, Logo, Identification no, TC No, Size Chemical analysis and mechanical testing and bear with signature of competent authority. Test certificates are to be sent along with materials.
	d. In case of Indigenous Trader/Stockist, Govt. / NABL approved Lab test certificate for the result of chemical composition and Mechanical properties shall be produced along with supply in addition to Mill test certificates.
	e. For Indigenous Traders/Stockiest, testing in NABL approved laboratory may be witnessed by BHEL/BHEL approved TPI. Only after acceptance of the same, dispatch clearance will be provided. Suitably suppliers may raise inspection call one week in advance. Pls confirm.
	f. Supplier shall submit MTC before dispatch and only on confirmation from BHEL supplier shall dispatch the material. Specification/grade (SA240TY309S) shall be as per enquiry only acceptable.
	g. 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 TP309S) 3. MELT NUMBER 4. COIL NUMBER 5. QUANTITY (in Nos / Weight in MT) 6. Name (or) Mark of Manufacturer to be marked legibly
5.	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 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: - Transit insurance in the scope of supplier only. - 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. - 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. - 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. - 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.	
6.	Payment terms: Indigenous (Manufacturer / Trader / Stockist)	
	a) Payment term is 100% direct EFT payment after 60 days from date of receipt and acceptance of material after testing at our Lab.	
7.	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 60 days from the date of 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.	
8.	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. :	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.
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 SS plates as per specification SA240 TP309S through Open tender (REF:MM:PUR:SA240 TY309S dt 22.07.2020) 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	
	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. 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 (Supplier submit the below mentioned documents or else offer will be liable for rejection): Manufacturers (Indigenous) i. Details of the mill with equipment & facilities. ii. Mill Test Certificate or un-priced PO copies for the grade quoted by supplier in the tender. iii. GST registration certification for Indigenous supplier Traders / Stockist (Indigenous) i. Authorization letter from mill for the quoted grade or proof that material is available in stock. ii. Copy of MTC from the authorized Mill. iii. Name of Mill & Country from where the material will be supplied. iv. Previous year Tax Return. v. GST registration certification etc.	b.
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. 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.	
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.	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.	
	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.	

21.	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, - A= Value of Balance scope of Work/ Supply (*) as per rates of new contract - 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. - 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.	
22.	In the event of Force Majeure:	
	- 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. - 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. - 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. - 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.	- a. - b. - c. - d.
23.	Documents required for Indigenous suppliers	
	- 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. - One set of MTC, Original invoice (Plus one copy), LR copy shall be sent to MM/Purchase for bill processing.	
24.	Execution of the Order	
	- 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. - 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.	
25.	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.	
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. In case 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.	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". Overseas 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.	
28.	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	
29.	Fraud Prevention Policy Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
30.	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 <u>sudheer@bhel.in</u> & <u>mrsamy@bhel.in</u> . 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.abcpocure.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. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
	19. 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.	
	20. Set-off Clause: BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.	
31.	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	
32.	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.	
33.	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.
34.	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.abcpocure.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.abcpocure.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

S. Anand

31/07/2020 -

एस. आनंद कुमार / S. ANAND KUMAR

वरिष्ठ उप महाप्रबंधक

Sr. Deputy General Manager

सामग्री प्रबंधन / आरएम

Materials Management / RM

बीएचईएल, तिरुचि / BHEL, Trichy - 620 014

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.	list of testing equipments & instruments with Calibration details	☐	☐	☐
4.	Certification of Labs as per ISO 17025	☐	☐	☐
5.	Proof of supply (Unpriced PO copies / Mill Test Certificates / Invoice / Bill of lading copy) of the quoted specifications	☐	☐	☐
6.	Audited copies of annual report for last 3 years for Indigenous suppliers	☐	☐	☐
7.	Tax certificates for Indigenous supplier	☐	☐	☐