

**Pre-Qualification requirements (PQR) for the procurement of Corten sheet as per Tendered specification (Non-IBR Quality)**

- Confirmation to tendered specification is mandatory for consideration of Offer.
- For procurement from manufacturer- Original mill TC shall be submitted in compliance with Tendered Specification.
- For procurement from trader- MTC from original mill in compliance with Tendered specification endorsed by Trader shall be submitted.
- Supplier/Trader/Stockist shall provide replacement of material at BHEL shop/project Site in case of any non-conformance in the supplied material without any cost implication to BHEL.
- Supplier/Trader/Stockist shall submit copies of annual reports (balance sheets), profit & loss statement for the last three years (or from date of incorporation whichever is less) and GST certificate.
- Supplier shall have supplied any steel products like Plates, Structural, Round bars, Pipes & tubes in the last 5 years. PO date should not be more than 5 years from the date of Enquiry.
- Supply credentials in the recent past like unpriced PO copies for any steel products with corresponding proof of supply such as invoice/LR/shipping documents, test certificates shall be submitted.
- Bidders to confirm following points:
  - i. Supply of plate/sheet shall be in plate form only & coil form not acceptable.
  - ii. Size of sheet (Thick x Width x Length) shall be as per enquiry is preferable.
  - iii. Marking: Each sheet/plate should be identified with Stenciling/stamping with following details: (1) Specification, (2) Grade, (3) Size in mm (thick x width x length), (4) Melt. No., (5) Maker's emblem/code 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.**

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ANNEXURE-A

**ENQUIRY CONDITIONS FOR SUPPLY OF SHEETS 3 MM 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).**

SI No	<b><u>BHEL Requirements</u></b>	Supplier's Acceptance		
1.	Material specification: <b>Corrosion Resistant Low Alloy Steel to Specification ASTM A588 GR. A / JISG 3125</b>			
	a. Corrosion Resistant Low Alloy Steel to Specification ASTM A588 GR. A / JISG 3125. Please clearly indicate the specification offered.	a)		
	b. Material shall be supplied in trimmed edge condition only.	b)		
	c. Supply of material shall be in Plate/Sheets only. Supply in Coil form is not acceptable and offer will be rejected.	c)		
2.	<b>Material Description :</b>			
	Sl.No	Description	<b>Qty (MT)</b>	
	1.	SH 3x1250x6000MM ASTM A588 GR. A / JISG 3125	50	a.
	a) Size & Qty: As mentioned above. Enquired width is preferred, however suppliers may alternately quote for other width also subject to condition that, minimum width acceptable is 1000 mm. Deviation in width & length of plate other than specified in tender is not acceptable. Pls confirm the offered width.			b.
	b) Quantity tolerance shall be - 5/ +10%			c.
	c) No of pieces shall be indicated in invoice/TC.			d.
d) Invoicing shall be on actual weight basis only. However, for invoicing on actual weight basis, BHEL weightment is final and restricted to invoice weight.			e.	
3.	<b>Inspections &amp; Testing:</b>			
	Two set of original test certificates shall be provided and 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.	<b>Delivery Terms:</b>			
	The offer shall clearly indicate delivery period from the date of Purchase Order. The entire quantity of materials is to be supplied in lots and lot wise delivery requirement is indicated below, Confirm your acceptance.			
	Grade	From the date of PO		TOTAL
		LOT – I (15 days)	LOT – II (30 days)	
	ASTM A588 GR. A / JISG 3125	20	30	50
<b><u>Any offer with deviation to the above delivery period from the date of PO will be rejected.</u></b> Supplier shall take a note of the same and specifically confirm the delivery schedule. 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.	<b>Payment terms: Indigenous</b>			
	Payment term is 100% direct EFT payment after <b>90 days</b> from the date of receipt and acceptance of materials.			
	<b>MSME Suppliers</b> may opt for the below payment terms. <ol style="list-style-type: none"> <li>1. <b>Micro &amp; Small enterprises</b> - Within 45 days from CRAC in GeM portal</li> <li>2. <b>Medium enterprises</b> - Within 60 days from CRAC in GeM portal</li> </ol> <b><u>Note: Offer with any other payment terms other than above will be rejected.</u></b>			
6.	<b>Pre-qualifying requirement:</b>			
	Suppliers shall meet the Pre - Qualification Requirements enclosed herewith. Pls submit all the required documents in line with the PQR. If incorrect or part of the required documents are provided, then in that case will not be able to evaluate and qualify the offer.			

7.	<b>Offer Submission: Indigenous</b>	
	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 with PVC shall be rejected.	
	3. Response to Tenders from 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 under GST Law is available, a declaration to that effect with due supporting documents need to be furnished for considering the offer.	
	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 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.	
	<b>Note:</b> a. Transit insurance in the scope of supplier only.	

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>f. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</p>	
8.	<p><b>Liquidated Damages</b></p> <p>a) Time is the essence of the contract.</p> <p>b) The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.</p> <p>c) In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages - LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions.</p> <p>d) 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.</p> <p><b>NOTE:</b> 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).</p> <p><b>For Info:</b> FOR order - LD will be reckoned from the date of receipt of vehicle at BHEL/stores.</p>	
9.	Offer validity of 90 days from Part-I bid opening date is required. Pls confirm	
10.	<p><b>Acceptance of materials supplied:</b></p> <p>1. The supply shall strictly as per the specifications in the tender /purchase order.</p> <p>2. Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.</p> <p>3. Acceptance of the materials supplied will be based on the inspection and certification documents by the supplier as stipulated in the Purchase order. However, BHEL reserves the right to test the material supplied, if required, at BHEL Lab or any other approved/accredited lab and the result will be binding on the supplier.</p> <p>4. The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e-mail within 50 days from the delivery of items or delivery of the required test certificates /other documents whichever is later.</p> <p>5. In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within 30 days of communication of rejection to the supplier. The supplier shall be given maximum two opportunities to replace the rejected items.</p> <p>6. After the clearance of the 1<sup>st</sup> lot, in case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within 30 days of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage:  <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>. would be taken against such supplier.</p>	
11.	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	

12.	<b>Cartel Formation</b>	
	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.	
13.	Corresponding mill TC's should also be provided along with dispatch of plates. Two sets of original copy of all such TC's are to be provided to BHEL, Trichy.	
14.	<b>Fraud Prevention Policy</b>	
	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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
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.	<b>Documents required for Indigenous suppliers on dispatch of material.</b>	
	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.	
20.	<b>Risk Purchase Clause:</b>	
	<p>i) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere ,at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.</p> <p>ii) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</p> <p>iii) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <ol style="list-style-type: none"> <li>1. From dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.</li> <li>2. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit</li> <li>3. GST will be applicable to the amount recoverable under risk purchase clause.</li> </ol> <p>In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p>	

21.	<b>In the event of Force Majeure:</b>	
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.	
22.	<b>Authorisation for participation in EPS portal through DSC</b>	
<b>a. E-Tender Participation requirements</b>		
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 ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ). 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>b. For foreign Principal</b>		
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 <a href="http://www.cca.gov.in/cca/">http://www.cca.gov.in/cca/</a> .		
<b>For Indian agent</b>		
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.		
<b>DSC Authorisation</b>		
Pls intimate the authorised person name, Mail ID for registering DSC with us to participate in E-Tenders.		
23.	<b>Execution of the Order</b>	
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.		

	<p>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.</p>	
	<p>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.</p>	
24.	<b>Evaluation of offer</b>	
	<p>a. The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.</p>	
	<p>b. Offers with pre-conditions (like conditional discounts) for price are not acceptable. In case, if any bidders quote with such conditions, opportunity will be given to the bidder to withdraw the pre-conditions and on acceptance of the same, only the base offer of the bidder would be considered for evaluation and comparison. If suppliers regrets to withdraw such conditional offer, then, offer will be rejected.</p>	
	<p>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.</p>	
	<p>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.</p>	
	<p>e. In the event of any change in scope / quantity arising out of the discussions, bidders would be given a chance to submit their revised offer / Impact bids as the case may be. 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.</p>	
25.	<b>General terms</b>	
	<p>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.</p>	
	<p>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.</p>	
	<p>3. All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.</p>	
	<p>4. Supplier shall mention the HSN code for each item quoted by them in the offer.</p>	
	<p>5. 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</p>	

	partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.	
	6. Any clarification regarding tender shall be done before Part – I due date itself through EPS portal alone and in case of immediate non-availability of DSC, clarifications can be sought through the following mail id <b><u>sudheer@bhel.in</u></b> & <b><u>mrsamy@bhel.in</u></b> . The above mail id's are provided for initial clarification purpose only and no further correspondences shall be entertained through these mail ids.	
	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. 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.	
	10. 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.	
	11. BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive.	
	12. 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.	
	13. Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.	
	14. 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, <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>	
	15. <b>Set-off Clause:</b> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit furnished by the supplier under this Contract or any other contract	
	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. 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.	
	19. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
26.	<b>Preference to Make in India:</b> 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 I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the respective 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.	
27.	<b>Restrictions for Procurement from a country sharing its land border with India</b> For this procurement, Public procurement order dated 23.07.2020 regarding restrictions under rule 144 (xi) of general financial rules 2017 and clarification dt 08.02.2021 from DoE is applicable. In case of subsequent Orders issued, the same shall be applicable even if issued after issue of this NIT.	

28.	<p><b><u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u></b>          (Subject to participating MSE vendors meeting the tender requirements of BHEL)</p> <p>a) As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration No. along with Udyam registration certificate. MSE suppliers can avail the intended benefits only if they submit Udyam registration certificate along with the offer.</p> <p>b) 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. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE vendor within the "L1+15% price band", the supply shall be shared proportionately.</p> <p>c) In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier.</p> <p>d) 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%.</p> <p>e) Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006.</p> <p>f) If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.</p> <p>g) 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.</p> <p>h) 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.</p> <p>i) MSE suppliers can avail the intended benefits by submission of documents as per the latest notification of Ministry of Micro, Small and Medium Enterprises. 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.</p>
29.	<p><b>Intellectual Property Rights:</b> 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 &amp; 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.</p>
30.	<p><b>Resolution of Disputes</b></p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p><b>Notes:</b></p> <p>i. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</p> <p>ii. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Terms and conditions.</p>

The Annexure X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.

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 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 other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

This contract shall be governed, construed and interpreted in accordance with the laws of India. Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Trichy, Tamil Nadu, India

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor/contractor shall proceed with and continue without hindrance the performance of its obligation 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.

**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 commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14TH December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

31. **Conflict of Interest among Bidders/ Agents**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/financial stake from any of them, or
- c. they have the same legal/representative/agent for purposes of this bid; or
- d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on. the bid of another Bidder,' or
- e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than. one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal; **or**

	<p>g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or</p> <p>h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business in the format given in Annexure –C of NIT.</p>
32.	<p><b>Suspension of Business Dealings with Suppliers/ Contractors</b></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p><b>Integrity commitment, performance of the contract and punitive action thereof:</b></p> <p><b>1. Commitment by BHEL</b></p> <p>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.</p> <p><b>2. Commitment by Bidder/ Supplier/ Contractor</b></p> <p>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.</p> <p>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.</p> <p>c) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.</p> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, 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 or does anything which is actionable under the Guidelines for Suspension of Business dealings, , then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www. bhel.com</a> and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a></p>
33.	<p><b>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.</b></p>
34.	<p><b>Caution:</b></p> <p>➤ 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.</p> <p>➤ 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.</p>

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://eprocurebhel.co.in/> within 14:00 Hrs of the due date of this tender. The bidder would be required to register on the e-procurement market place <https://eprocurebhel.co.in/> and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.

On behalf of BHEL



SUDHEER APPINAYYARI  
Dy. Manager / Purchasing / Steel  
Materials Management  
Bharat Heavy Electricals Limited  
Truchirappalli, Tamil Nadu - 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Point wise confirmation to PQR (Prequalifying requirements)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Details of In-House manufacturing facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	list of testing equipments & instruments with Calibration details	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Certification of Labs as per ISO 17025, if available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	ISO 9001 certification / Quality management system / Written down procedure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Proof of supply ( Unpriced PO copies / Mill Test Certificates / Invoice / Bill of lading copy) covering minimum and maximum sizes of the quoted specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Audited copies of annual report for last three years for Indigenous suppliers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	GST Certificate Indigenous supplier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Agency agreement (in case of Foreign or Indian agents).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Incorporation certificate or IT returns of Indian Agent.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Tax certificates for Indigenous supplier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Integrity pact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>