General Note:

PHONE : 91-44-28158821
GRAMS : BHARATELEC
FAX NO:
E-mail :
Web :

OFFICE COPY	Collective No.	Enquiry Date	Due Date For Quotation
	9631900069	04.06.2019	11.07.2019

Please quote Enquiry No, Date and due date in all correspondences.
This is only a request for quotation and not an order

Item	Description	Unit	Quantity	Delivery Schedule Quantity	Delivery Schedule Date
10	SP5360009012 CFI BRICKS 230X115X75MM GEN STD BRICKS OF COLD FACE INSULATION QUALITY SIZE : 230x115x75mm SPECIFICATION AL203 % min = 30 PCE : OC min = 30 AP% above 70 BD gm/cc max = 0.6 CCS kg/sq.cm min = 10 SWT deg C min = 1200 THERMAL CONDUCTIVITY K.cal/m/hr/ deg C : 0.25 @ 600 deg C SIZE TOLERANCE :+ /-0.2% or1mm WHICHEVER IS GREATER.	NO	4000.000	4,000.00	10.07.19
20	SP5360010010 H F INSULATION STD BRICK GEN HOT FACE INSULATION STANDARD BRICKS OF SIZE : 230x115x75mm SPECIFICATION : AL203 % : min = 40 PCE SK : min = 32 AP % : min = 65 BD gm/sq.cm : max = 0.9 CCS kg/sq.cm : min = 20 SWT Deg.C min = 1400 THERMAL CONDUCTIVITY VALUE K.cal/m.hr/deg.c : 0.2 @ 600 deg.c SIZE TOLERANCE : + /-0.2% or + /- 1mm WHICHEVER IS GREATER.	NO	14000.000	14,000.00	10.07.19
30	SP5360054280 ROOF BRICK LARGE-H29 404450 RHF ROOF BRICK LARGE - H29 DRG.NO:4-7-1101-01-04450 SPECIFICATION: Al_2O_3 % min = 54 Fe_2O_3 - % - max = 1.7 PCE SK min = 35 RULta Degree centigrade min = 1530-1570 PLC % max = 0.5 @1500 Degree centigrade for 2hrs AP % max = 21 CCS-Kg/sq.cm-min= 350 Size tolerances = + or - 2% or 2mm (Which ever is greater)	NO	12500.000	12,500.00	10.07.19
40	SP5360054298 ROOF SIDE SUPPORT BRICK H31 404451 RHF	NO	1000.000	1,000.00	10.07.19

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE
(SSTP)

9631900069 / 04.06.2019					23505
	ROOF SIDE SUPPORT BRICK DRG.NO:4-7-1101-01-04451 specification: Al203 % min = 54 Fe203 % max = 1.7 Pce Sk min = 35 RUL ta Degree centigrade min = 1530-1570 PLC % max = 0.5 @ 1500 degree centigrade for 2hrs AP % max = 21 CCS = Kg/sq.cm = min 350 SIZE OF TOLERANCE= + or - 2% or 1mm (which ever is greater)				
50	SP5360054344 ROOF BRICK SMALL-H30 404455 RHF ROOF BRICK SMALL - H30 DRG.NO:4-7-1101-01-04455 SPECIFICATION: Al2O3 % min 54 Fe2O3 % max 1.7 PCE SK min 35 RUL ta degree centigrade min = 1530-1570 PLC % max 0.5 @1500xCfor2Hrs AP % max 21 CCS Kg/sq .cm min 350 Size tolerance = + or- 2% or 2mm (Which ever is greater)	NO	1700.000	1,700.00	10.07.19

General Note:

Note to Supplier:

1. The relevant chemical composition data sheet/leaflet/catalogue may be supplied along with offer for technical comparison of the product.
2. Pre-Cast Press Fire(PCPF) manufacturing process is required for better quality and also possible to get delivery 2 to 3 weeks in advance.
3. Test Certificate for Heat Treatment, Chemical Composition to be produced along with supply.
4. Materials are to be dispatched with PALLET PACKING and to avoid any transit damage.
5. Material Inspection to be carried out by M/S. BHEL Inspector or BHEL authorised third party Inspection at Supplier's works if necessary prior to dispatch of all materials. Relevant parts IS: 1528 will be reference standard during inspection.
6. Offer is considered only on free door delivery at SSTP STORES including unloading charges (excluding the import supply).

7.Delivery period shall be within 10 weeks from date of order.

8. The bidder shall submit the bid online in BHEL e-Procurement portal at https://bhel.abcprocure.com/EPROC/ ,,The bidder would be required to register on the above e-procurement portal for submitting their bids. Offers through mail and Hardcopies are not acceptable.
9. Indegeneous supplier has to go through the General terms and conditions and submmit the offer along with the duly filled and signed

The offers should reach us 30 minutes before the time of opening of tenders.
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Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE
(SSTP)

9631900069 / 04.06.2019 **23505**

annexure B&C, whereas the import supplier has to go through the General terms & conditions, annexure C and submmit the duly filled and signed annexure B.

Enclosures:

"LD clause has to be confirmed without fail."

The 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.

PR Links

Material.	PR.No	PR.Item.	Quanity	Acc. Assign	Customer Number
SP5360009012	124992972	00050	**4000.000**	/000000	
SP5360010010	124992972	00040	**14000.000**	/000000	
SP5360054280	124992972	00010	**12500.000**	/000000	
SP5360054298	124992972	00030	**1000.000**	/000000	
SP5360054344	124992972	00020	**1700.000**	/000000	

list of suppliers

RFQ-5200008304
Open Tender Dummy Code

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE
(SSTP)

BHARAT HEAVY ELECTRICALS LTD

Seamless Steel Tube Plant (SSTP),
Trichy - 620 014, India
GENERAL TERMS AND CONDITIONS

Enquiry Reference:

1. QUOTATIONS:

a. BID system: Offers are invited as per the format mentioned in "Confirmation to the Terms and Conditions/Annexure B&C" attached.

i. Two part bid: The offers are invited in Two part bid system (Part I will be Techno-commercial bid and part II will be Price Bid). Techno-commercially suitable vendors alone will be intimated for price bid opening.

ii. Single part bid: The offers are invited in Single part bid system (Price Bid alone). The vendor shall confirm to all of BHEL's technical & commercial conditions.

b. Submission of tender:

i. Tender called through e-Procurement mode: The bidder shall submit the bid online in BHEL e-Procurement portal at https://bhel.abcprocure.com/EPROC/

The bidder would be required to register on the above e-procurement portal for submitting their bids. Offers through mail and Hardcopies are not acceptable.

~~ii. Tender called through Non-e-Procurement mode: Each offer should be sent in double cover separately and the same should be sealed and super scribed with correct Tender No., item of supply and due date of opening. Two or more quotations should not be sent in one cover. Price Bid should contain only "Price per unit" for each type. Tender should send to the below mentioned address:~~

Purchase Executive
Purchase Department,
Seamless steel Tube Plant (SSTP)
Bharat Heavy Electricals Limited
Tiruchirappalli - 620014, Tamil Nadu, India

c. Late tenders: Tender received after 2.00 pm on due date will be considered as Late tender. Late tenders will not be considered under any circumstance.

d. Regulations: Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested. All amounts shall be indicated both in words as well as figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

e. PVC: Price Variation clause not acceptable. Prices should be firm.

f. Catalogue: Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation.

g. Samples: Samples should be submitted separately if specially requested in tender before due date of the enquiry. They should be clearly marked with the enquiry No and date on the outside cover to facilitate identification.

h. GST Number: GST registration number, HSN number (Item wise) with applicable taxes should be mentioned in quotation. If the vendor is not GST registered the offer is liable for rejection.

i. Deviation. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".

j. Confirmation: Confirmation for compliance is to be given in the offer for all the techno commercial conditions specified in the specification.

2. COMMERCIAL TERMS & CONDITIONS:

a. Terms of Payment:

For Indigenous Suppliers:

If the materials are receivable at BHEL Stores, Trichy:

Payment term is 100% direct EFT Payment after 120 days from the date of receipt and acceptance of materials. (if PBG is not applicable)

(or)

Payment term is 100% direct EFT payment after 120 days from the date of receipt and acceptance of materials and against 10% PBG valid for the warranty period. (if PBG is applicable)

If the materials are receivable at site:
Payment term is 100% direct payment after 120 days from the date of dispatch against site acknowledgement (if PBG is applicable)

(or)

Payment term is 100% direct payment after 120 days from the date of dispatch against site acknowledgement and against 10% PBG valid for the warranty period (if PBG is applicable)

Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

For Import Suppliers: Payment term is 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

If supplier insists for LC, only Usance LC with 60 days' credit will be opened one month prior to material readiness, Further loading will be considered @ 1.5% on the offered value. Hence, supplier shall intimate the material readiness accordingly for opening LC. LC validity period will be 90 days and for any extension, applicable charges will be to suppliers account.

Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

For New Suppliers: For new suppliers not registered with BHEL, Trichy for the product, payment shall be made 120 days after receipt and acceptance of materials.

In case of foreign supplier, first lot of mutually agreed quantities shall be supplied with payment as CAD basis after 60 days from the date of receipt and acceptance of material. If insisted for LC after acceptance of first lot, only usance LC with 60 days' credit will be opened one month prior to material readiness.

b. **Liquidated Damage:** Liquidated damages shall be 0.5% of the total order value or part thereof subject to a maximum of 10% of the total order value. For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.
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)
Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

c. **Delivery Terms:**
For Indigenous Suppliers: FOR BHEL Trichy inclusive of freight and insurance
For import Supplies: CFR/CIF Chennai seaport as per incoterm 2010

d. **Validity of Offer:** Prices should be fixed and should be valid for period as mentioned in the "Confirmation to the Terms and Conditions/Annexure B & C" attached.

e. **Delivery period:** Delivery schedule will be as mentioned in the "Confirmation to the Terms and Conditions" attached. If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay to a maximum 10%. Any other delivery period after loading to maximum will be rejected.

f. **Risk Purchase:** The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of seller either the whole of 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 therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases in addition to penalty at the rate mentioned in clause 2 b above. Non acceptance to risk purchase clause the offer is liable for rejection.

g. **Guarantee Clause:** The vendor shall give a guarantee for the performance of his supplies for a period of **eighteen months** from the date of dispatch or **twelve months** from the date of commissioning whichever is earlier.

h. **Miscellaneous:** Any conditions which might have been quoted by the seller and are in contravention to the terms of PO and which have not been specifically accepted by Purchaser will not be applicable to the contract/PO.

i. **Performance Bank Guarantee:** If tender Calls for Performance Bank Guarantee, vendor should provide a performance bank guarantee (PBG) in BHEL format for 10% of the total Purchase order value valid for warranty/guarantee period with an additional claim period of 2 months. PBG should be issued from list of consortium banks.

j. **Counter Offering:** If counter offering is applicable for the enquiry, the L1 rates will be counter-offered to other eligible vendors as per below points
   - In case there are only two qualified offers for any item, the L1 rate will be counter-offered to the L2 vendor.
   - In case of more than two qualified offers for any item, the L1 rates will be counter-offered to maximum (n-1) vendors (where 'n' is the no. of techno-commercially qualified vendors) or the no. of vendors required as per the split ratio specified in the "Confirmation to the Terms and Conditions/Annexure B&C" attached, whichever is lower.
   - In case a lower ranked vendor does not accept the counter-offered rates, the rates may be offered to next higher ranked vendor.
   - The manner of splitting of the enquiry quantity across L1 and counter-offer accepted vendors will be as per the ratios mentioned in the "Confirmation to the Terms and Conditions/Annexure B&C" attached.

3. COMPLIANCE / ACCEPTANCE REQUIRED FOR FOLLOWING POINTS TO ENSURE INPUT TAX CREDIT

a. Supplier shall mention their GSTN registration number in all their invoices 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.

b. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

c. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.

d. 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.

e. 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 (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

f. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty (if any) will be deducted/recovered for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

4. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE):

a. 25% of the tendered quantity is earmarked for MSE suppliers in this tender.

b. Out of the 25% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs and 3% shall be earmarked for procurement from MSE owned by women entrepreneurs.

c. In case MSE vendor participating in the tender quotes within the price band of LI +15%, they will be allowed to supply the portion of the requirement subject to acceptance of LI price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

d. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. 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.

e. Payment for MSE vendors will be as per MSMED Act, 2006.

5. GENERAL CONDITIONS

- **a.** The manner of finalization will be as mentioned in the "Confirmation to the Terms and Conditions" attached. Separate orders will be released for each project and documents should be supplied for each order separately.
- **b.** BHEL reserves the right to increase or reduce the Tender Quantity and to NOT to order for some or all material based on the changes in project.
- **c.** BHEL shall have the right to visit vendor works during the execution of contract along with end customer for verifying status, inspection and testing of the material.
- **d.** BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable.
- **e.** Supplier shall arrange packing to avoid lose or damages during Road Transport, Site handling & Storage.
- **f.** BHEL reserves the right to finalize the tender either through price bid opening or through Reverse Auction route.
- **g.** BHEL reserves the right to reject the offer of a particular bidder due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- **h.** The Drawings and Technical documents given in this enquiry are the sole property of BHEL. This should not be misused in any form.
- **i.** Purchase Order, PO Item serial number, Material code, Quantity should be clearly marked on the packing
- **j.** Confirmation for compliance is to be given in the offer for all the conditions specified above and to the respective Purchase Specification.
- **k.** If any supplier is not honouring their own quotation or any of its conditions within the validity period, the action will be taken against those suppliers in line with "Guidelines for suspension of business dealings with suppliers/contractors" (refer www.bhel.com)
- **l.** The 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 the BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
- **m.** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of preference and/or local content in respect of this procurement, the same shall be applicable.

6. DOCUMENTATION:

- **a. With Consignment:** Duplicate for transporter copy, Original Invoice, Packing List, Delivery Challan, O&M manual (if applicable) Material Test Certificate, Test Certificates, Compliance Certificate, Guarantee/Warrantee Certificate and other documents mentioned in PO/TDC/Drawing.
- **b. To Purchase:**
  - **i.** FOR SSTP/Stores, BHEL TRICHY-14 case- Original Invoice, duplicate for transporter copy, packing list, LWB and Delivery challan, GST declaration as mentioned in point 3c.
  - **ii.** FOR Site case- Original Invoice, Original LWB, Original Packing List, Original IBR documents, Original despatch clearance Certificate and Inspection report, Test certificates as per PO, Original Site Acknowledgment etc.
- **c. Identification:** Material code, Purchase Order, PO item serial number, Unique serial number if any should be provided in all despatch documents, materials and packing clearly.

7. TENDER EVALUATION:

- **a.** PART I Techno-commercial Bid.
  - **i.** All vendors should submit General arrangement drawing, datasheet and C&I diagram (if any) of the offered product
  - **ii.** Point by point technical confirmation of all pages of our technical specifications and commercial conditions are required with your sign and seal along with techno commercial Offer.
  - **iii.** Offers from supplier not having technical capability or not agreed for commercial terms, will be rejected.
- **b.** PART II Price Bid.
  - **i.** Bidders qualified for both part I will be intimated for participating in priced bid opening/Reverse Auction.
  - **ii.** L1 bidder will be decided based on landed cost for the equipment to BHEL.
  - **iii.** For evaluation, the exchange rate shall be taken as TT selling rate of SBI on date of Part-1 bid opening.

iv. For tenders evaluated item sl. no. wise, in case there are multiple L1 offers for any item, the enquiry quantity for that item will be divided equally to all the L1 vendors.

8. INTEGRITY PACT (IP)

a. IP is a tool to ensure that activities and transactions between Company and its Bidders/Contractors are handled in affair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.	IEM	Address	Email
1	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164 Arera Colony Bhopal - 462016 (M.P.)	dilip.chaudhary@icloud.com
2	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-423, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110068	pravin.tripathi@gmail.com

b. If IP is applicable for the enquiry, the IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with the techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

c. Please refer Section-8 of the IP for Roles and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:
No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such clarifications / issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below

(1) NEERAJ XALXO Senior Purchase Officer SSTP Purchase BHEL, Trichy-620014 +91 431 2578480 neerajxalxo@bhel.in	(2) R D Gaupiy Sunder SDGM/MM SSTP MM BHEL,Trichy-620014 +914312574272 dgopi@bhel.in	(3) V.G.Kadirvell AGM/MM, PLS & Systems SSTP BHEL, Trichy-620014 +91 431 2574035 kadirvell@bhel.in

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BHARAT HEAVY ELECTRICALS LIMITED
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPPALLI – 620014 – INDIA.

GENERAL CONDITIONS OF CONTRACT Annexure – C FOR IMPORT SUPPLIER.

1.0. **Definitions :**
Throughout these conditions and in the specifications the terms:

1.1. **'Purchaser'** means, the **Bharat Heavy Electricals Limited, Seamless Steel Tube Plant, Tiruchirappalli-620014, Tamil Nadu, India**, acting through the Head/ Materials Management.

1.2. **`Seller'** means, the Person or Company with whom the Order for the supply is placed and shall be deemed to include the Seller's Successors (approved by the Purchaser), Representatives, Heirs, Executors and Administrator, as the case may be.

1.3. **`Engineer'** or **`Inspecting Officer'** means the Person, Firm or Department, nominated by the Purchaser to inspect the stores on his behalf.

1.4. **`Contract'** shall mean and include the Tender, Letter of Acceptance, Agreement, together with any correspondence, modifying the Terms thereof of the General Conditions, Specifications, Schedules, if any, annexed. This also includes the Drawings, if any, enclosed or to be provided, or to be approved by the Purchaser or his Authorised Nominee and the samples and patterns, if any, to be provided under the provision of the Contract.

1.5. **`Specification'** shall mean the Specifications annexed to or issued with these General Conditions of Contract.

1.6. **'Stores'** shall mean the goods specified in the Contract, which the Seller has agreed to supply under the Contract.

2.1. **Parties to the Contract,** which is for the supply by the Seller to the Purchaser on the conditions set forth in the Contract, are Seller and the Purchaser named in the main body of the Contract.

2.2. **Authority of Person signing documents :**
A person signing the Contract, shall be deemed to warrant that he has authority to bind so, and if on enquiry, if appears that the person so signing had no authority to do so, Purchaser may without prejudice to other civil and criminal remedies, cancel the Contract and hold the Signatory liable for all costs and damages.

2.3. **Notice on behalf of the Purchaser :**
Notice on behalf of the Purchaser in connection with the Contract may be given by any Authorised Officer of the Plant dealing with the Contracts.

2.4 **Preference to make in india**
For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of preference and/or local content in respect of this procurement, the same shall be applicable.

3.1. **Execution :**
The whole Contract is to be executed in the most approved, substantial and workmen-like manner to the entire satisfaction of the Purchaser.

3.2. **Alterations :**
The Purchaser or his Authorised Nominee may require such alterations to be made on the work during its progress, as he deems necessary. Should these alterations be such that either party to the Contract, consider an alteration in prices, such alteration shall not be carried out until amended prices have been submitted by the Seller and accepted by the Purchaser. Should the Seller proceed to manufacture such stores with alterations, without obtaining the consent in writing of the Purchaser to an amended price, the Seller shall be deemed to have agreed to supply the stores, at such price as may be considered reasonable by the Purchaser. In case of alterations, time of delivery has to be reconsidered.

4.0. **Seller's Responsibility :**
The Seller shall be solely responsible for the Execution of the Contract in all respects, in accordance with the Conditions of the Contract notwithstanding any approval, which the Engineer may have given to materials or other parts of work involved in the Contract or of tests carried-out, either by the Seller or by the Engineer.

5.0. **Inspection :**
The stores shall be of approved design and each part/component shall be thoroughly inspected and tested at Seller's Works before shipment and shall fully comply with relevant requirements of the Purchaser. The Test Certificates shall be one of the documents for operation of Letter of Credit and shall be submitted along with first set of documents for negotiation.

6.0. **Facilities for inspection and test :**

6.1. The Purchaser or his Authorised Nominee shall be entitled, at all reasonable times, during manufacture to inspect, examine and test at the Seller's premises, the material and workmanship of all stores to be supplied under the Contract, and if part of the stores is being manufactured on other premises, the Seller shall obtain for the Purchaser or his Authorised Nominee, permission to inspect, examine and test, as if the said stores were being manufactured at the Seller's premises. Such inspection, examination and testing if made, shall not release the Seller from any obligation under the Contract.

6.2. Where the Contract provides for tests on the premises of the Seller or any of his Sub-Contractors, the Seller shall provide such assistance, labour, materials electricity, fuel, stores, apparatus and instruments, as may be required, and as may be reasonably demanded to carry out such tests efficiently.

6.3. The Seller shall give the Authorised Nominee reasonable notice, in writing, of the date and the place, at which any stores will be ready for testing as provided in the Contract.

7.0. **Certification of Inspection and Approval :**

No Stores will be considered ready for delivery until Purchaser or his Nominee shall have certified in writing that they have been inspected and approved by him. It shall be the responsibility of the Seller to ensure that only such goods, as have been duly inspected and approved by the Purchaser, are offered for arranging shipment to the Government of India's Forwarding Agents, and to furnish them a Certificate as under.

> *"**Certified that the goods offered for arranging shipment have been duly inspected and approved by the Prescribed Authority, in accordance with the Terms of the Contract and a copy of the Inspection Certificate issued in this regard, is enclosed**".*

8.0. **Progress Report :**

The Seller shall render such report, as to the progress of the manufacture/supply, in such a form, as may be called for by the Purchaser. The submission and acceptance of these reports, shall not prejudice rights of the Purchaser in any manner.

9. 0. **Transfer and Subletting :**

The Seller shall not sublet (except as may be customary in the trade concerned, in which case the Seller advise the Purchaser of the same), transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without the previous written permission from the Purchaser. The Seller shall be entirely responsible for the work executed by the Sub-Contractor, if any. For this purpose, he shall at his own cost, ensure adequate inspection at their works, by an Inspection Organisation acceptable to the Purchaser.

10.0. **Guarantee :**

10.1. The Seller shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance. If any stores are found defective, the Purchaser shall submit his claim to the Seller within 12 (twelve) months from the date of arrival of the stores at Purchaser's site or within 18 (eighteen) months counting from the date of despatch from the Port of despatch, whichever is earlier. The Seller shall be given the necessary facility to investigate such claims. If they are proved to be faulty, the Seller at his option, either repair or replace within a period of 30 days by faultless stores at Seller's cost. All replacement parts shall be shipped by Seller C.I.F Indian Ports, from which point the Purchaser shall clear through Custom and take delivery at his expense to inland destination. If the Seller so desires, the defective stores can be taken over by his Representative in India for disposal, within a period of three months from the date of receipt of replacement stores. At the expiry of this period, no claim whatsoever shall lie on the Purchaser.

10.2. All the replacement stores shall also be guaranteed for a period of 12 (twelve) months from the date of arrival of stores at Purchaser's site.

10.3. The decision of the Purchaser in regard to the Seller's liability under this guarantee shall be final and conclusive.

11.0. **Performance Bank Guarantee :**

To fulfill guarantee conditions outlined in Clause (10) above, the Seller shall furnish a Bank Guarantee in the Proforma attached in Annexure-C from a Bank, approved by the Purchaser, for an amount equivalent to 10% of the Contract, along with first shipment documents. On the satisfactory performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Seller without any interest.

12.0. **Packing :**

The Stores shall be suitably painted for tropical conditions, duly ensuring prevention of damage or loss during transit and storage. The packages shall be provided with facilities for easy handling by mechanical means, if need be. For this, the packing specification adopted is also to be such as to obtain a clean AIR WAY BILL.

13.0. **Marking :**

All Packages shall be marked as per instructions given below, in **BOLD** letters in **English** language.

BHEL -- SSTP -- TIRUCHIRAPALLI (INDIA) -- PIN CODE: 620 014

CONTRACT No.	::
SELLER's NAME	::
CASE No.	::
GROSS DIMENSION IN CM	::
GROSS WEIGHT	::
NETT WEIGHT	::
TARE WEIGHT	::
BRIEF DESCRIPTION OF CONTENTS	::
SUGGESTED SLING MARKS	::
COUNTRY OF ORIGIN	::

GENERAL CONDITIONS OF CONTRACT

14.0. **Dimension and Weight :**
Specification of dimensions and weights in all places, shall be in **Metric system** and in **English** language.

15. 0. **Airfreight :** **As per contract.**

16.0. **Insurance :**
Insurance will be arranged by Purchaser, for which purpose, the details of consignment along with its value, shall be intimated by the Seller to the Purchaser (or the Seller shall make arrangement with the Freight Forwarders to inform the Purchaser), by FAX immediately after shipment of the consignment. The FAX shall be as per the specimen given below:

16.1. **Fax No. ++91-431-2520464/2520383**
Attn :: Head/MM/SSTP/BHEL/Tiruchirappalli-620014/Tamil Nadu/INDIA.

Please refer your Contract No.____________, dated_________, for________________.
Arrange insurance for ::

No. of Cases.	**::**
Weight (MT).	**::**
Value .	**::**
Airlines.	**::**
Flight No.	**::**
No. & Date of BL/AWB.	**::**

17.0. **Documents to be supplied by Seller :**

17.1 **On receipt of Order or along with Order Acknowledgement :**
The Seller shall furnish the break-up prices of the major components going into equipment. This information is required by the Purchaser to check up and admit the claims of the Seller, if part shipments are contemplated and also to facilitate clearance of the consignment through Customs after payment of Duties.

17.2. **Before Despatch :**
The Seller shall furnish the Packing dimensions of the consignment in Metric Units, along with Nett, Tare and Gross Weights of each package and special storage requirements, if any, on board the Aircraft.

17.3. **After Despatch :**
Immediately after despatch, the Seller shall furnish 4 (four) sets of Non-Negotiable copies of AWB and other documents referred to in the "Terms of Payment" Clause of the Contract, shall be air-mailed to Head/MM, Seamless Steel Tube Plant, Bharat Heavy Electricals Limited, Tiruchirapalli 620 014, Tamil Nadu, India, under 2 (two) separate successive despatches. In addition to the above, one set of Non Negotiable copies of AWB and other documents referred to in Clause 17, shall be air-mailed to the Port Consignee, viz.

Senior Manager/Material Services
Bharat Heavy Electricals Ltd. / Port Clearance Wing
No. 165 - Thambu Chetty Street, Chennai-600001.
Tamil Nadu - INDIA.

18.0. **Patent Infringement and Indemnity:**
The Seller shall at all times indemnify the Purchaser against all claims, which may be made in respect of the goods supplied, for infringement of any patent, design or trade-mark, provided always that in the event of any claim in respect of an alleged breach of a patent, registered design or trade mark, being made against the Purchaser, he shall notify the Seller of the same, and the Seller shall be at liberty, but at his own expense, to conduct negotiation for settlement of any litigation that may arise therefrom.

19.0. **Liquidated Damages :**
The time of delivery or despatch stipulated in the said schedule for delivery or despatch of the stores, shall be deemed to be the **'Essence of the Contract'**. Should the Seller fail to deliver the stores or any consignment thereof, within the period prescribed for such delivery, the Purchaser shall be entitled (by way of Liquidated Damages), for a sum of **half** percent of the price of any stores, which the Seller has failed to deliver, as aforesaid, for each and every week or part of a week, during which the delivery of such stores may be in arrears, subject to a maximum of **10 (ten)** percent of the total order value. **This amount is to be automatically deducted in invoice itself.**

20.0. **Cancellation Clause :**
Alternatively, at the option of the Purchaser, the Purchaser shall be entitled to purchase elsewhere, on account and at the risk of the Seller, the stores of any consignment thereof, which the Seller has failed to deliver as aforesaid, or if not available, the best and nearest available substitute thereof, or to cancel the Contract, and the Seller shall be liable for any loss or damage, which the Purchaser may sustain by reason of such failure on the part of the Seller.

21.0. **Risk Purchase:**

The Cancellation of the Contract, as stated in the above Clause, may be either for whole or part of the Contract at Purchaser's option. In the event of the Purchaser terminating this Contract, in whole or part, he may procure upon such items and in such manner, as he deems appropriate supplies or services similar to those so terminated, and the Seller shall be liable to the Purchaser for any excess costs, for such similar supplies or services, provided that the Seller shall continue the performance of this Contract to the extent not terminated under the provisions of this Clause.

22.0. **Preferential delivery:**

It should be noted that if a Contract is placed on a higher Tenderer, in preference to the lowest acceptable Offer, in consideration of offer of the earlier delivery, the Seller will be liable to pay the Purchaser, the difference between the Contract rate and that of the lowest acceptable Tender, on the basis of final price/F.O.R. destination, including all other incidentals, in case of failure to complete supplies in terms of such Contract, within the date of delivery specified in the Tender and incorporated in the Contract. This is in addition and without prejudice to other rights under the Terms of Contract.

23.0. **Force Majeure:**

If at any time, during the continuance of this Contract, the performance in whole or part by either party, of any obligation under this Contract, shall be prevented or delayed by reason, of any war, hostile acts of the public enemy, civil commotion, sabotage, fire, explosions epidemics, quarantine restriction or acts of God (hereinafter referred to as events), then provided Notice of Happening of any such event is given by one party to other, within 21 days from the date of occurrence thereof. Neither party shall, by reason of such event, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other, in respect of such non-performance and delay in performance, and delivery under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance, in whole or part, of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Purchaser, subject to prompt notification by the Seller to the Purchaser, of the particulars of the event and supply to the Purchaser, if required, of any supporting evidence. Any waiver of time, in respect of partial installment, shall not be deemed to be a waiver of time in respect of remaining deliveries.

24.0. **Customs Drawback:**

If by reason of a Customs Notification, published after the placing of the Contract, the stores to be supplied shall become, onexportation, subject to a Customs Drawback, in respect of duty paid on them, or on the material used in their manufacture, the Seller shall recover the amount of the Drawback and Contract price of the stores shall be reduced by the amount so recovered.

25.0. **Corrupt Gift and Payment of Commission:**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Seller, his Agents or Servants , any one of his or their behalf, to any Employee, Representative or Agents of the Purchaser, or any Person on his behalf, in relation to the execution of this or any other Contract with the Purchaser, shall, in addition to the criminal liabilities under the laws in force, be subject to the Contract cancellation, and all other Contracts with Purchaser and also payment of any loss resulting from any such cancellation, to the like extent as provided. In case of cancellation, the Purchaser shall be entitled to deduct the amount so payable from money otherwise to the Seller, under this or any other Contract. Any question of dispute as to the commission of any offence, under the present clause, shall be settled by the Purchaser, in such a manner and on such evidence or information as may be thought fit and sufficient and his decision shall be final and conclusive in the matter.

26.0. **Legal Interpretation:**

The Contract shall be governed by the Laws in India for the time being in force. To interpret all the Commercial Terms and Abbreviations used in the Contract, which have not been otherwise defined, the rules of **"INCOTERMS 2010"** shall be applied, unless and otherwise agreed by both the parties.

27.0. **Arbitration:**

All disputes or differences, whatsoever arising between the parties, out of or relating to the construction, meaning and operation or effect of this Contract, or the branch thereof, shall be settled by Arbitration, in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof, shall be binding on the parties.

28.0. **Set-off Clause:**

Payment shall be subject to deduction of any amount, for which the Seller is liable under this Contract or any other Contract, in respect of which the Bharat Heavy Electricals Ltd., Tiruchirapalli - 620 014, Tamil Nadu, India, is the Purchaser.

Annexure-B

ACCEPTANCE OF TECHNICAL &COMMERCIAL TERMS AND CONDITIONS BY THE IMPORT BIDDERS

Sl No.	*Description*	*Vendor's confirmation*
1.	Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".	
2.	The vendor shall provide necessary drawings, Test Certificates/Chemical composition certificate and Operating Maintenance Manuals as called for in the Technical Specification, in the required number of copies at no extra cost. Specific Make / Brand of the item if any shall be indicated clearly in the offer	
3.	***PAYMENT TERMS:*** BHEL Payment term is 100% payment on CAD basis after 60 days from the date of dispatch documents, specified in PO, at BHEL bank. Respective bank charges to respective account. If supplier insists for LC, only Usance LC with 60 days' credit will be opened one month prior to material readiness, Further loading will be considered @ 1.5% on the offered value.	
4.	TERMS OF DELIVERY: Import suppliers: FOB / FCA & CFR/CHENNAI both Basis (As per Inco Term 2010)	
5.	Vendor to indicate Quoted/Not Quoted item wise in Technical bid (Part I). Order will be placed on groupwise L-1 PRICE only. So partial quotation in one group is not allowed and will be rejected respectively. Group 1 contains Enq sl no. 10,40&50. Group 2 contains Enq sl no .20 Group 3 contains Enq sl no. 30	
6.	Liquidated damages Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of ½% of the value of goods for each week of delay subject to a maximum of 10% of the Purchase Order value.	
7.	Validity: Validity of the offer should be 90 days from the date of tender opening.	

8.	Guarantee : 1. The Seller shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance. If any stores are found defective, the Purchaser shall submit his claim to the Seller within 12 (twelve) months from the date of arrival of the stores at Purchaser's site or within 18 (eighteen) months counting from the date of shipment from the Port of despatch, whichever is less. The Seller shall be given the necessary facility to investigate such claims. If they are proved to be faulty, the Seller at his option, either repair or replace within a period of 30 days by faultless stores at Seller's cost. All replacement parts shall be shipped by Seller C.I.F Indian Ports, from which point the Purchaser shall clear through Custom and take delivery at his expense to inland destination. If the Seller so desires, the defective stores can be taken over by his Representative in India for disposal, within a period of three months from the date of receipt of replacement stores. At the expiry of this period, no claim whatsoever shall lie on the Purchaser. 2. All the replacement stores shall also be guaranteed for a period of 12 (twelve) months from the date of arrival of stores at Purchaser's site.	
9.	Delivery from PO date: 10 WEEKS	
10.	Acceptance for the performance bank guarantee as per Annexure C clause 11.	
11.	BHEL General conditions of contract acceptance. (Annexure-C)	

Bharat Heavy Electricals Ltd.

SSTP Purchase
Trichy - 620 014. India

BHEL Enquiry No. : **Enquiry Dt :** **Enquiry due date :**

ANNEXURE – B&C

Sl No	BHEL TECHNICAL CUM COMMERCIAL TERMS AND CONDITIONS for INDIGENOUS VENDORS	Vendor's Confirmation
1	Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".	
2	The vendor shall provide necessary drawings, Test Certificates/Chemical composition certificate and Operating Maintenance Manuals as called for in the Technical Specification, in the required number of copies at no extra cost. **Specific Make / Brand of the item if any shall be indicated clearly in the offer**	
3	Guarantee / Warranty certificate to be provided wherever applicable. Replacement during warranty period shall be supplied free of charge on FOR SSTP BHEL basis. The supplied item shall be guaranteed for 18 months of trouble free performance from the date of shipment or 12 months from the commissioning date whichever is earlier. In case of any failure or trouble reported , the supplier shall replace the item free of cost	
4	**Vendor to indicate Quoted/Not Quoted item wise in Technical bid (Part I). Order will be placed on groupwise L-1 PRICE only. So partial quotation in one group is not allowed and will be rejected respectively.** **Group 1 contains Enq sl no. 10,40&50.** **Group 2 contains Enq sl no .20** **Group 3 contains Enq sl no. 30**	
5	**Prices shall be quoted item wise only in the Price bid (Part II).**	
6	In case of Dealer , Authorization certificate from Principal supplier is required	
7	Prices shall be quoted on **"FIRM PRICE"** basis only. The prices should be only on **FOR SSTP/STORES, BHEL, TRICHY -14 basis,** inclusive of Packing & Forwarding, Freight & Insurance / other charges if any.	
8	**Validity of offer** shall be 90 days from the date of Tender opening.	
9	**Delivery period**: within **10 weeks** from PO date. All items shall be properly packed to avoid any transit damages. You are not accepted delivery period, your offer will be Liable for rejection.	
10	**Liquidated damages @** ½% per week subject to a maximum of 10% of the order value shall be applicable for delay in deliveries. You are not accepted LD Clause, your offer will be Liable for rejection..	
11	**Following Risk Purchase clause** shall be applicable: The Purchaser at his 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 or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
12	**Payment terms -100% after 120 days on acceptance of materials at BHEL SSTP stores, Trichy In case Vender is comes under MSE category , 100% After 45 Days after receipt and acceptance of materials by BHEL for which tender has to furnish valid MSE certificate proof.** You are not accepted BHEL payment term, your offer will be Liable for rejection..	
13	GST No. along with applicable GST Percentage & HSN code should be mentioned in the offer and the GST benefit (If any) shall be passed on to BHEL.	
14	**Vendor contact person details** Name : Mobile No. E Mail	
15	In case of **MICRO/SMALL** vendor – **MSE Regn. No.** along with a copy of **MSE certificate** to be enclosed	

NOTE:-

a) **It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.**

b) **Your specific acceptances to BHEL Payment terms, LD and Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.**

Vendor Name & Address

Signature & Office Seal of the vendor

Vendor code (BHEL Trichy code)
(optional if available)