



# BHARAT HEAVY ELECTRICALS LTD

Seamless Steel Tube Plant (SSTP),  
Trichy - 620 014, India

## GENERAL TERMS AND CONDITIONS

### 1. QUOTATIONS:

- a. **BID system:** Offers are invited as per the format mentioned in "Confirmation to the Terms and Conditions/Bidding Forms/ Annexure B&C" attached.
  1. **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.
- b. **Submission of tender:**

Tender called through e-Procurement mode: The bidder shall submit the bid online in Government e Marketplace (GeM) portal at <https://mkp.gem.gov.in>.  
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.
- c. **Late tenders:** Tender received after 2.00 pm on due date will be considered as Late tender. Late tenders will not be considered for further processing 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. **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.
- h. **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".
- i. **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:**

100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.
- b. **Liquidated Damages:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.
- c. **Delivery Terms:**

All the Goods shall be offered on Free Delivery at Site (FOR) basis including loading/unloading. In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be included in the offer price.
- d. **Validity of Offer:** Prices should be fixed and should be valid for period as mentioned in the "Confirmation to the Terms and Conditions/Bidding Forms/Annexure B & C" attached.
- e. **Delivery period:** Delivery schedule will be as mentioned in the "Confirmation to the Terms and Conditions /Annexure B& C" attached" 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 Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warranty for one year period



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from the date of final acceptance by the consignee unless otherwise specified in category specifications, specific Bid/RA. Seller, at the time of listing their product on GeM portal or offering their products against any Bid / RA, may accordingly provide longer Guarantee/Warranty period (i.e. more than 1 year) and in such case, Guarantee/Warranty period stipulation made in category specifications / Bid / RA document, shall prevail over standard Guarantee / Warranty period of 1 year stipulated in these General Terms and Conditions.

- 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 format provided on GeM for the quantum mentioned in the bid document & valid for 2 months beyond the date of completion of all contractual obligations including warranty obligations, shall be submitted by the successful Bidder, for ensuring due performance of the contract.
- 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
1. In case there are only two qualified offers for any item, the L1 rate will be counter-offered to the L2 vendor.
  2. 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.
  3. In case a lower ranked vendor does not accept the counter-offered rates, the rates may be offered to next higher ranked vendor.
  4. 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.
  5. In case counter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.

### **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/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.
- 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) [ARE FOR MANUFACTURERS ONLY AND NOT FOR TRADERS/AGENTS - VIDE OFFICE MEMORANDUM CIRCULAR OF MICRO, SMALL & MEDIUM ENTERPRISES, CLAUSE - I, DT: 09.02.17]]:**



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- a. 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 (If L1 is from a Micro / Small enterprise, this is not applicable). In case of more than one such MSE, the supply shall be shared proportionately.
- b. 25% of the tendered quantity is earmarked for MSE suppliers in this tender (subject to (a) above). The earmarked 25% quantity will be counter offered to the MSE vendors whose rate is within L1+15%. In case of non-acceptance of the counter offering of 25% reservation by MSE vendors, the total tender quantity will be ordered on L1 vendor or as per the quantity split specified in the NIT.
- c. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% 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.
- d. In case the enquiry spells out split of PO quantity in a particular ratio, clause (b) above will be ensured first and the spelt-out ratio will be maintained among the other vendors.
- e. 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 (Format enclosed) 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 or MSE [either Udyog Aadhar Memorandum(UAM) -along with CA certificate in original or else UDYAM registration certificate], 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.
- f. Payment for MSE vendors will be as per MSMED Act, 2006.
- g. MSE vendors are requested to register on Trade Receivables Discounting System - TReDS platform ([www.rxil.in](http://www.rxil.in)) and avail the benefits of early payment.

## **5. GENERAL CONDITIONS**

- a. The manner of finalization will be as mentioned in the "Confirmation to the Terms and Conditions/ Annexure B & C" 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](http://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.
- n. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts,



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submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

## **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/Warranty 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.
  - iv. Vendor shall attach the detailed technical specifications of the offered material along with catalogues, drawings, corresponding standards, make, model no, etc. so that the vendor offer will be Technically evaluated thoroughly with respect to BHEL requirements detailed in BHEL Enquiry. This shall be uploaded as Annexures to offer in the online procurement portal. Deviation statement shall be attached in case of any deviations.
- b. PART II Price Bid.
  - i. The evaluation currency for this tender shall be **INR**.
  - ii. Bidders qualified for both part I will be intimated for participating in priced bid opening/Reverse Auction.
  - iii. L1 bidder will be decided based on landed cost for the material to BHEL.
  - iv. For evaluation, the exchange rate shall be taken as TT selling rate of SBI on date of Part-1 bid opening.
  - v. In case, two or more acceptable bidders are found to have quoted identical lowest bid price, Reverse Auction shall be conducted for the required Goods among all technically qualified bidders.

## **8. INTEGRITY PACT (IP)**

- a. All the Users in GeM i.e. Seller as well as Buyer agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.
- b. IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in a fair, 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	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

- c. 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



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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.

- d. 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:**

Apart from above, all other comprehensive details are available in the GEM terms and conditions, which is subject to revision over the time. In case of any void/loop/conflict about terms and conditions, GEM terms and conditions shall be followed.

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) Jibu Jacob John Deputy Manager MM (SSTP) BHEL, Trichy-620014 +91 431 2577849 <a href="mailto:jjjohn@bhel.in">jjjohn@bhel.in</a>	(2) Sagun Lal Sidar DGM MM & MS (SSTP) BHEL, Trichy-620014 +91 431 2574192 <a href="mailto:slsidar@bhel.in">slsidar@bhel.in</a>	(3) A Ayyachamy AGM Support Services, MM & MS (SSTP) BHEL, Trichy-620014 +91 431 2578440 <a href="mailto:ayyachamy@bhel.in">ayyachamy@bhel.in</a>
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BHEL Enquiry No:

Enquiry Date:

Enquiry Due Date:

## Annexure B&C

SI No	BHEL Technical & 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 <b>FOR SSTP BHEL</b> basis. The supplied item shall be guaranteed for 12 months from the date of material acceptance. In case of any failure or trouble reported, the supplier shall replace the item free of cost	
4	<b>Vendor to indicate Quoted/Not Quoted item wise in Technical bid (Part I)</b>	
5	<b>Prices shall be quoted item wise only in the Price bid (Part II).</b>	
6	In case of Dealer, Authorization certificate from Principal supplier is required	
7	Prices shall be quoted on " <b>Firm Price</b> " basis only. The prices should be only on <b>FOR SSTP/Stores, BHEL, Trichy -14 basis</b> , inclusive of taxes, Packing & Forwarding, Freight & Insurance / other charges if any. Complete break-up of the quoted price in the required price bid format shall be furnished by the Bidder. However, evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC).	
8	<b>Validity of offer</b> shall be 75 days from the date of Tender opening.	
9	<b>Delivery period</b> shall be within 3 Months from the date of Purchase order. All items shall be properly packed to avoid any transit damages.	
10	<b>Liquidated damages @ 0.5% per week</b> subject to a maximum of 10% of the order value shall be applicable for delay in deliveries. If you are not accepting BHEL LD terms, your offer will be liable for rejection..	
11	<b>Following Risk Purchase clause</b> 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	<b>Payment terms</b> - 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.	
13	GST No, applicable GST % along with HSN code should be mentioned in the offer and the GST benefit (If any) shall be passed on to BHEL.	
14	<b>Vendor contact person details</b> Name : _____ Mobile No. _____ E Mail _____	
15	In case of MSE vendor – MSE Regn. No. along with a copy of UDHYOG AADHAAR with latest applicable CA certificate or UDYAM certificate to be enclosed	

### NOTE:-

- 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.
- 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)  
(if available)