An ISO 9001 Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
MATERIALS MANAGEMENT

TITLE CORRIGENDUM for NIT-28767	Phone: +91 431 2574247/2574354 Fax : +91 431 252 0719 Email : kjoe@bheltry.co.in

	Reference Number: Enquiry 1301600002	Enquiry Date: 02-08-2016	Due date for submission of quotation: 23-08-2016
You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order			

CORRIGENDUM

Details of Corrigendum
Annexure A- Enquiry Terms and conditions is revised as Annexure B.Suppliers shall use Annexure B.
All other terms and conditions as published in the NIT-28767 remain unaltered.

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units) Bharat Heavy Electricals Limited) against NIT reference No."NIT-28767"or from http://bheleps.buyjunction.in against RFQ/Enquiry No.1301600002.	
Tenders shall be submitted before 14:00 hours on the due date Technical bid will be opened at 14:30 hours on the due date	Yours faithfully, For **Bharat Heavy Electricals Limited**

K. JOSEPH REGIS
Deputy General Manager
MM / RM / Steel (Purchase)
BHEL, TIRUCHY - 620 014.

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

Ref: FB130/STRD1/2016/116153945

ANNEXURE-B

ENQUIRY TERMS AND CONDITIONS FOR SUPPLY OF AS ROUNDS

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 & condition and 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) .

<table>
<tr><th>SL</th><th>BHEL Requirements</th><th>Supplier Comments (Acceptance or otherwise for each point to be given)</th></tr>
<tr><td>1</td><td>a) Material Specification, Diameter, Supply condition & Quantity
Supply of Alloy steel Rolled/Forged Rounds shall be made as per Specification, Diameter, weight and supply condition as indicated below.
<table>
<tr><td>Specification</td><td>Diameter</td><td>Supply condition</td><td>Weight(MT)</td></tr>
<tr><td>ASTM A600 T4</td><td>60 MM</td><td>Forged/Rolled and Annealed</td><td>2 *</td></tr>
</table>
* Note: Refer clause 32 of this “Annexure - B” for Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act.</td><td></td></tr>
<tr><td></td><td>b) Indicate the supply condition offered.</td><td></td></tr>
<tr><td></td><td>c) Stencilling and Hard Punching of details like Maker’s symbol, Size (dia in mm), Melt number and specification / grade etc must be done on each round/bar.</td><td></td></tr>
<tr><td>2</td><td>Length
Rounds shall be supplied in length of 2000mm to 4000mm.</td><td></td></tr>
<tr><td>3</td><td>Invoicing
Invoicing shall be done on actual weight basis. Invoice & TC shall indicate Number of pieces & weight. BHEL weighment is final.</td><td></td></tr>
<tr><td>4</td><td>Inspection and certification
a) Mill test Certificates (MTC) in English language to be issued for the supply. Test certificates must incorporate details regarding material specification, Melt no, Manufacturing process and Heat treatment done on material, BHEL purchase order no, supplier name & logo, MTC number, size (diameter in mm), Number of Pieces, weight 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. . 3 sets of certificates are to be submitted.</td><td></td></tr>
<tr><td></td><td>b) For indigenous suppliers
Test certificate for chemistry and Mechanical properties shall be provided from NABL approved laboratory.</td><td></td></tr>
<tr><td></td><td>c) For Import suppliers
1. Mechanical and chemical testing shall be witnessed by TPI (Reputed agencies like Lloyds register, TUV NORD etc). MTC shall be countersigned by TPI indicating the same. The test certificates must bear signature of competent personnel of suppliers and counter-signed by TPI.</td><td></td></tr>
<tr><td></td><td>2. Indicate your TPI</td><td></td></tr>
<tr><td>5</td><td>Payment terms (for Indigenous suppliers)
a) Payment term for already registered indigenous supplier for this item is 100% direct EFT payment after 45 days from the date of receipt and acceptance of materials.</td><td></td></tr>
<tr><td></td><td colspan="2">For info:
❖ Any deviation in the above payment term will attract loading as mentioned below.
➢ “Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.
❖ Offers of indigenous Suppliers with payment terms as LC / Advance Payment are liable for rejection</td></tr>
<tr><td></td><td colspan="2">b) For new indigenous suppliers not registered with BHEL Trichy for this item Pls ref: Sl.No:18 Clause (i) of this “Annexure- B”</td></tr>
<tr><td>6</td><td>Payment terms (for Import suppliers)
1. Payment term for already registered import supplier for this item is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.
2. For new import suppliers not registered with BHEL Trichy for this item Pls ref: Sl.No:18 Clause (i) & (j) of this “Annexure – B”</td><td></td></tr>
</table>

	For info: a) Any deviation in the above payment term will attract loading as mentioned below. Base rate of SBI (as applicable on the date of bid opening. Techno- commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders. b) In the case of Usance LCs (45 days from the date of receipt of documents, specified in PO, at BHEL bank) the loading will be considered @ 1.5% on the offered Value. c) For LC at sight the loading will be considered @ 3.5% on the offered Value. d) Normally CAD at sight and Confirmed LCs are liable for rejection.	
	2. If the LC payment is insisted, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. Acceptance to this condition is must in case of LC payment, Deviation not acceptable.	
	Note: LC will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly for opening of LC. LC validity period will be 90 days and for any extension applicable charges will be deducted from your bills. This is for your kind infn.	
7	**Delivery Requirement:** BHEL delivery requirement is within 8 weeks from the date of Purchase order. Specify your quoted period in fixed number of weeks.	
8	**Quantity Tolerance:** +/- 10%	
9	**Liquidated Damages** For delay in delivery, Liquidated damages shall be 0.5% of the **total order value** per week or part thereof subject to a maximum of 10% of the total order value – confirm your acceptance.	
	For Info: ➢ Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). **For Imports:** ➢ In case of CFR - LD will be calculated based on the B/L date **For Indigenous:** ➢ FOR order - LD will be reckoned from the date of LR/Invoice whichever is later. However inordinate delay in delivering the materials will not suffice the case.	
10	**Risk Purchase Clause:** BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.	
11	**Offer Validity** Offer validity of 30 days is required after priced bid opening (normally price bid will be opened within 45 days from the date of technical bid opening) in case you are technically qualified. Otherwise offer is liable for rejection.	
12	1. **Offer submission(for Indigenous & Import suppliers)** a) Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID) in the E-Procurement portal. Scan copy of the filled Annexure-B, Tender documents etc., shall be uploaded in the EPS portal. b) Submit your FIRM competitive offer rate per MT with inclusive of all charges if any (like inspection (TPI), UT charges, etc). **Note:** ➢ Price Variation Clause (PVC) is not applicable. Offers with price variation clause will be rejected. ➢ 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. ➢ 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. They would also not be allowed to participate in future tenders of BHEL.	

	➢ 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.	
	2. Evaluation of offer is on individual item basis, hence part item ordering to be confirmed. **Note:** BHEL reserves the right to change the evaluation criteria on package basis either in part or full (i.e., combining few or all items), at its discretion after part 1 opening. Such changes will be communicated only to techno commercially suitable offers/bidders. Suppliers may take cognizance of the same and quote accordingly.	
13	1. **Offer Submission(for Import suppliers)** Bidders should submit their offer for CFR / Chennai Port basis with freight break up details and Place of delivery – INTVT6 – CONCOR ICD. **Note:** Offer on CFR without price breakup/ FOB only is not acceptable.	
	2. **PORT OF DISCHARGE** should be CHENNAI and PLACE OF DELIVERY should be - INTVT6 – CONCOR ICD	
	3. **Port of Loading** should be indicated without fail. Specify Port of shipment.	
	4. **Type of Loading** Specify type of Loading: Break Bulk/Container	
	5. 1. Bidders shall refer to Government of India notification on Minimum Import Price(MIP) published in Director general of Foreign Trade website (www.dgft.gov.in) under link **http://dgft.gov.in/exim/2000/NOT/NOT15/Notificaiton%20No.38(E).pdf** which is applicable to many of the steel products/grades. Please check with the same for its applicability to the enquired product while submitting the offer.	
	5. 2. Specify the HS code of rounds offered. Please note that this HS code to be mentioned in shipment documents.	
	6. **CONTAINERIZED CARGO** 1. For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.	
	6. 2. In case of shipment through Containers on CFR basis, the BL should bear the endorsement that **"14 free days for Container Detention is applicable"**.	
	6. 3. Place of delivery – INTVT6 – CONCOR ICD should be clearly specified in the Bill of Lading.	
	7. **BREAKBULK CARGO** 1. For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. Supplier shall quote the freight charges on LILO (LINER IN LINER OUT) basis.	
	7. 2. Place of delivery – INTVT6 – CONCOR ICD should be clearly specified in the Bill of Lading.	
	8. Indicate the Mill (Name, Location)	
	9. Indicate the country of origin	
	10. Specify the quoted currency	
	11. Service charges, commission charges and any other incidentals will NOT be paid extra.	
	12. Agency commission, if any should be clearly given in the offer (% on FOB, % on CFR Chennai inclusive)	
	Note: a. In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariable be shown separately in the Performa invoice and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract. b. For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of order will be taken. c. BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL"s tenders.	

	d. In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent. e. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.	
	13. One Indian agent can represent one foreign principal only and submit one offer for these tender items. **Note:** In order to maintain sanctity of the tender system it is mandatory that one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. If any agent represents more than suppliers all such offers will be rejected.	
	14. **Anti-dumping duty**	
	1. With respect to Antidumping Duty (ADD), declaration by Import supplier's Mill/principal (only) is to be submitted for the applicability of ADD for each item with size detail. If ADD is applicable, Pls indicate the quantum of ADD.	
	2. Anti-dumping duty, if any declared by Import Mill/principal as per (a) above, will be loaded for arriving at landed cost.	
	3. In case any new ADD comes into effect at the time of execution of order, BHEL may short close the balance quantity with mutual consent	
	15. **<u>The offer will be evaluated on total landed cost to BHEL-Trichy as below :</u>** Total landed cost = [CFR Chennai (or) (FOB + BHEL Freight)] + Customs duty & other duty (including ADD) as applicable + LC Charges (In case LC payment) + 22% loading on Freight in case of deviation mentioned in point (13.6.1) above + Import Incidentals + Commercial loading as applicable - applicable tax credits. **Note** : For conversion of foreign currency into INR, foreign exchange rate (TT selling rate of SBI) on the date of technical bid opening will be considered. Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty.	
14	**<u>Offer Submission(for Indigenous suppliers)</u>** ➢ Submit your FIRM competitive offer rate per MT (basic price & Freight) with best possible delivery on FOR BHEL, Trichy basis ONLY with inclusive of all charges if any (like inspection (TPI), UT charges, etc). ➢ Service tax, Octroi, Entry tax etc to be indicated in offer and is payable extra only on submission of documentary proof. ➢ Any other extra charges like ED, CST/VAT etc. are to be indicated clearly. ➢ 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. ➢ For Information: For inter-state supplies C-Form will be issued.	
15	**<u>Documents required for Import suppliers (for payment)</u>** a. Bill of Lading. b. Invoice. Invoice should show the description of the goods and the unit rate of each item as in the purchase contract. Against each item in the invoice and packing list, the serial number of the corresponding item in the purchase contract or as per order acknowledgement should be indicated. c. Detailed packing list. d. Country of origin Certificate e. Mill test certificate countersigned by TPI along with each consignment.	
	Note: All the above documents should be submitted in triplicate & in all documents Contract No., L.C. No (if applicable). and Import License No. are to be indicated.	
16	**<u>Documents required for Indigenous suppliers (For unloading of vehicle)</u>** 1. "Duplicate for Transporter" copy invoice, LR and original Mill TC are to be sent along with each vehicle. One set of photocopy of all the said documents to be sent along with vehicle. Invoice should mention the number of pieces/bundles.	
	2. One set of MTC, Original invoice (In case of VAT - Plus two copies, In case of CST – Plus one copy), LR copy shall be sent to MM/Purchase for bill processing immediately after despatch within three days.	

17	In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
18	**For New Vendors (only offer of manufactures will be considered)** **a)** New suppliers not registered with BHEL, Trichy for supply of **AS Rounds** against material group **item code: STASR, Shall register on line** (for the material group item code "STASR") at our web page: **https://suppliers.bheltry.co.in/**	
	b) Specify the Application registration ID generated in the new supplier registration portal.	
	c) Offer from traders/Stockist will not be considered. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, along with offer documents else offer is liable for rejection. Agency agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same.	
	d) Along with the offer document the following documents shall be submitted in part-I bid without fail. 1. **Mandatory requirements (Supplier must submit the below mentioned documents or else offer will be liable for rejection).** a) Details of the mill with equipment & facilities. b) Unpriced PO copies of any other customer along with MTC for the quoted grades by the supplier (for reference). c) Quality manual table of contents. d) Process flowchart. e) List of testing equipment's and calibration details. f) Valid ISO 9001 certificate. g) Past 3 year audited financial report. h) Agency agreement (in case of Foreign or Indian agents). i) Furnace calibration certificate. j) In case of Branch office / Liaison office in India bidding against this tender on behalf of their principal RBI clearance letter to be submitted. k) Recent D&B or Credit reform reports (In case of import vendor) of mill, foreign agent or principal 2. **Additional details required (not mandatory and these shall be submitted additionally for establishing the credentials)** **a)** Recent D&B or Credit reform reports (In case of import vendor) of mill, foreign agent or principal. **b)** Approval certificates issued by international agencies such as Lloyds, TUV etc.	
	e) Offers of manufacturer/mill only will be considered ie All activities in manufacturing such as Steelmaking, casting, rolling, Heat treatment, testing shall be in house, outsourcing of any or part of the process is not acceptable. Pls confirm whether all the activities as above are done In-house or not.	
	f) Indicate the Quantity per Heat/Melt of the mill in MT.	
	g) Indicate monthly production capacity of the mill in MT.	
	h) If the supply is first time to BHEL/Trichy, then supplier has to supply minimum quantity on mutually agreed basis. After acceptance of material at our end after testing by BHEL, clearance for the balance quantity shall be given.	
	i) For new suppliers not registered with BHEL, Trichy for this product, payment shall be made 45 days after receipt and acceptance of materials after testing at BHEL lab.	
	j) In case of foreign supplier, quoting for LC payment, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 45 days from the date of receipt & acceptance of material after testing at our Lab. After acceptance of first lot, LC may be opened for the remaining lot.	
	k) Draft MTC is to be submitted before the shipment / dispatch of materials. This is to be vetted by BHEL/Quality. Shipment / dispatch clearance shall be given only after acceptance of draft MTC.	

	I) <u>E.Tender Participation requirements</u> **1.** Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION) with us. DSC shall be registered for the authorized 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. **2.** 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. **3.** In case of Indian agents participating/registering their DSC (of authorized person), it will be at the sole authorization 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. **4.** Pls intimate the authorized person name, Mail ID for registering DSC with us to participate in E-Tenders	
19	**Resolution of Disputes**	
	a. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.	
	b. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 days of its occurrence, then, unless otherwise provided in the contract, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in BHEL Trichy, appointed to be the arbitrator by the General Manager/MM / BHEL /Trichy. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)	
	c. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy.	
	d. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India	
20	**In the event of Force Majeure:**	
	a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD.	
	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.	
	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.	
	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	

21	**BHEL will consider the ranking after the technical and commercial factor is applied as referred above wherever deviations are observed.**	
22	BHEL reserves the Right to order either in full or part thereof or short close the tender at our discretion without assigning any reasons considering BHEL's commercial Interest. This is for information.	
23	BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive.	
24	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the Enquiry/Annexure-B and which have not been specifically accepted in by purchaser will not be applicable to the contract.	
25	**Evaluation of offer** 1) The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened. 2) Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison. 3) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price 4) For suppliers within Tamil Nadu state, as per prevailing VAT Act, VAT input credit is currently 5%. For suppliers from other Tamilnadu 2% CST will be paid against C-Form. 5) BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation. 6) Unless otherwise specified, evaluation will be on individual line item basis only and ordering will be on respective L1 vendors. 7) 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 and If so required by BHEL, Supplier may have to share their costing sheet with BHEL.	
26	**Defective Material replacement** Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date.	
27	**Material Warranty** Free replacement of whole material in case of notification of defect in material within the period of One year from TC/Invoice date. Warranty certificate to be produced.	
28	**Pre Despatch inspection** If required, BHEL will have pre-despatch inspection and quality audit of the mill with prior intimation.	
29	**Cartel Formation** All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.	
30	**Fraud Prevention Policy** Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	

31	**Execution of the Order** **1.** 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.	
	2. 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.	
	Note: 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 / your purchase order at any stage of execution.	
32	**Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act** (Subject to participating MSE vendors should meet the tender requirements of BHEL)	
	a) 20% of the tendered quantity is earmarked for MSE suppliers in this tender.	
	b) Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.	
	c) 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.	
	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) 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.	
	f) In case after the bid opening, it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.	
	g) If the L1 vendor happens to be a MSE vendor against any item code, then 100% of the qty (for the respective item code) shall be proposed to order on the L1 (MSE) vendor, even though there may be other MSE vendors within the "L1+15%" price band.	
33	**General Notes**	
	a. Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the supporting documents submitted are in other than English language, translation of the same shall be provided for evaluation.	
	b. 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	
	c. All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.	

	d. Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.	
	e. In the case of two bid tender system, clarification on Technical points will be sought for if not clearly indicated in offer. After tender price bid opening, any voluntary / unsolicited information's / confirmations / clarifications / interpretations by the tenderers will not be entertained as a policy and tender will be finalized only with available data / information's given in offer.	
	f. If required, BHEL will have stage inspection (at any stage) and quality audit of the mill with prior intimation.	
	g. In case of order on import supplier marine insurance will be arranged by BHEL. Once the shipment is made, scanned copies of NND documents (Bill of Lading, commercial invoice, packing list, country of origin, MTC & details of discharge Port agent/freight forwarder shall be submitted by Seller to Purchaser either by e-mail or by fax.	
	h. PURCHASER reserves the option to alter the specific delivery schedules from time to time within the terminal due date of contract for specific quantity.	
	i. The prices OFFERED/TO BE CONTRACTED finally have to be kept firm till successful completion of the contract	
	j. For indigenous suppliers 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.	
	k. Dimensions & Weight: Specification of dimensions and weights in all places, shall be in Metric system and in English language	
	l. Applicable Inco term for this tender is INCOTERMS 2010	
	m. Supplier has to submit the NND before the shipment reaches the port or else the demurrage and detention charges will be deducted from suppliers invoice.	
	n. The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards. In case of dispatch through sea then materials shall be shipped in Sea worthy packing condition. Packing charges will be supplier's account.	
	o. 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.	
	p. 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 e-mail/EPS message or by fax/ telex/cable. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.	
	q. 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.	
	r. 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.	
	s. Deviations if any against any of tender conditions should be provided in a "Deviation Statement", against each point.	
	t. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given and it will be published as corrigendum in the website https://bheleps.buyjunction.in	
	u. 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).	
	v. 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.	

	w. Indigenous suppliers should submit the prices in Indian Rupees only. Import suppliers may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided in the EPS portal.	
	x. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
34	The suppliers are requested 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.	
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://bheleps.buyjunction.in within 14:00 Hrs (GMT +05:30) of the due date of this tender. The bidder would be required to register on the e-procurement market place https://bheleps.buyjunction.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 K. JOSEPH REGIS Deputy General Manager MM / RM / Steel (Purchase) BHEL, TIRUCHY - 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)