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

Ref: FB130/STSSR/120161684

ANNEXURE-A (Revised)

ENQUIRY TERMS AND CONDITIONS FOR SUPPLY OF STAINLESS STEEL 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) .

SL	BHEL Requirements	Supplier Comments (Acceptance or otherwise for each point to be given)
1.	a. **Material Specification, Diameter, Length and Quantity** Supply of Stainless Steel Rounds shall be made as per following Specification, Diameter and Weight.	

Specification/ Grade	Diameter (mm)	IBR / Non-IBR	Weight (MT)
SA479TY304	6 mm	Non-IBR	135 MT

SL	BHEL Requirements	Supplier Comments
	*** Note: Refer clause 39 of this "Annexure - A" for Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act.**	
	b. **Rounds shall be supplied as per TDC:0:309 Rev 10. Confirm your acceptance to all the clauses of TDC.** **Note:** PED 2014/68/EU is not applicable to this requirement.	
	c. **In case of deviation with TDC, pls mention the specific clause no of TDC and the specific deviation against it.** Pls avoid mentioning any additional points other than what is required as per the TDC. For deviations separate sheet may also be attached.	
2.	Rounds shall be supplied in Pickled and Passivated condition as per clause 7 of TDC:0:309 Rev 10	
3.	**Length:** Rounds shall be supplied in length of 6000mm. Tolerance on length: +100mm / - Nil	
4.	**Quantity Tolerance**: +/- 10%.	
5.	**Inspection & Testing:** Inspection and Testing shall be carried out as per clause 10 of TDC:0:309 Rev 10. Mill Test certificate shall be submitted as per applicable TDC/Specification along with supply. 3 sets of certificates are required.	
6.	**Invoicing**: Invoicing shall be done on actual weight basis. Invoice & TC shall indicate Number of pieces & weight. BHEL weighment is final. In case BHEL weighment exceeds to the invoice weight and then it will be restricted to invoice weight only.	
7.	**Delivery Period:** The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order/LOI. Rounds shall be supplied in two lots as per **our preferred delivery schedulegiven below.** Confirm your acceptance to BHEL delivery period requirement.	

Size & Spec	Lot	Weight in MT	BHEL delivery period requirement in Number of weeks	Supplier Quoted delivery period
Dia 6mm – SA479TY304	1	90 MT	8 weeks	
Dia 6mm – SA479TY304	2	45 MT	11 weeks	

SL	BHEL Requirements	Supplier Comments
8.	**Liquidated Damage:** Liquidated damages 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**.	

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).
- 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.

Imports:

- CFR/CIF order- LD will be calculated based on the B/L date.

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.

9.	**Pre-Qualification Criteria**			
	A)	**Organizational Capability:**		
		1	Manufacturers having Rounds manufacturing facilities are only eligible to participate. Offer from traders, fabricators and stockists are not acceptable and will not be considered for evaluation. Vendor to indicate the nature of the firm. Product catalogue shall be submitted.	
		2	Suppliers without basic manufacturing facilities in-house, shall not be considered for evaluation. In house facilities for hot finishing and cold finishing, rolling/ Forging, Heat treatment, UT testing, Wet MPI and other testing as per TDC:0:309 Rev 10 are mandatory requirements for consideration of the offer. Details of the mill with list of manufacturing facilities and List of testing equipments & instruments with Calibration details to be submitted.	
		3	If the supplier is not having steel making facility then source of raw material for the manufacturing shall be from IBR approved well known steel maker or certified by IBR approved inspecting authority (Form-IV to be attached). The supplier shall confirm that the raw material test certificate/s will be furnished along with product test certificate/s.	
		4	Chemical, Mechanical testing shall be done in house or at Labs certified as per ISO 17025 or Government approved labs.	
		5	Suppliers shall submit a valid ISO 9001 certificate or Quality management system certificate or Written down procedure.	
		6	BHEL/End customer reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection.	
		7	BHEL/End customer reserves the right to inspect the sample at vendor's works for giving clearance before bulk production.	
	B	**Technical Competence:**		
		1	Point by point confirmation to the TDC requirements is mandatory for consideration of offer. As an indication of acceptance to BHEL TDC, Please sign copy of TDC:0:309 Rev 10, affix seal and scanned copy to be uploaded along with offer.	
		2	Suppliers shall submit manufacturing process flow chart (Raw material to finished product) & manufacturing quality plan to meet the TDC requirements along with technical bid.	
		3	Suppliers shall submit the experienced manpower details specific to Manufacturing, Quality and NDE requirements.	
	C	**Past Experience/ Performance:**		
		1	Suppliers should have supplied rounds in tendered specification. As proof of having manufactured and supplied this grade, supplier shall submit MTC copy, unpriced PO copy, Bill of Lading copy etc.	
		2	Details of supplies made in recent past detailing the quantity, Specification, size & customer details, year wise along with the unpriced PO copies, proof of supply (such as invoice, bill of lading copies and test certificates) covering minimum and maximum sizes meeting the tendered size requirements shall be submitted.	
		3	Suppliers shall indicate their annual installed capacity for the tendered specifications & it shall be more than the tendered quantity	
	D	**Financial Soundness:**		
		1	Indigenous suppliers shall submit Audited copies of annual reports (Balance Sheets), Profit & Loss statement and IT returns for last four years (or from date of incorporation whichever is less).	
		2	Import suppliers shall submit latest D&B report / Creditreform report	
	E	1	Necessary supporting documents shall be submitted for meeting each of the above Pre-Qualification Criteria for evaluation of the offers.	
		2	BHEL reserves the right to consider/Not-consider the offers based on the evaluation of documents submitted for the above Pre-Qualification Criteria. BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.	

10. List of Documents to be submitted along with offer (only offer of manufactures will be considered)

a. For Pre-qualifying requirements as per **Clause-9** of this annexure, submit the relevant documents as per the same. If incorrect or part of the required documents are provided then in that case will not be able to evaluate and qualify the offer. Hence Pls submit documents as mentioned in Pre-qualifying requirements.

b. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, along with registration 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.

c. Along with the offer document the following documents shall be submitted in part-I bid without fail. This is apart from Pre-qualifying requirements as mentioned **in Clause-9**

1 **Mandatory requirements (Supplier must submit the below mentioned documents (if applicable) or else offer will be liable for rejection):**

- a. Agency agreement (in case of Foreign or Indian agents). Requirements for agency agreement enclosed.
- b. Recent/Latest D&B reports (In case of import vendor) of foreign agent or principal.
- c. Incorporation certificate, IT returns & tax registration certificate of Indian Agent.
- d. Incorporation certificate & tax certificates for Indigenous supplier

2 **Additional details required (not mandatory and these shall be submitted additionally for establishing the credentials)**

- a. Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc.
- b. Customer appreciation letter for using the offered grade of material.
- c. Product catalogue and other related documents.
- d. List of suppliers made in the past along with a copy of MTC, PO, Invoice & B/L

11. <u>Payment Term for Indigenous suppliers</u>

a) Payment term is 100% direct EFT payment after 45 days from the date of receipt and acceptance of materials.

b) For new suppliers not registered with BHEL, Trichy for this grade, Pls ref: Clause no:13

For Infn:

1. 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.
2. Offers of indigenous Suppliers with payment terms as LC / Advance Payment/ BOE are liable for rejection.

12. <u>Payment Term for Import Supplier</u>

a) BHEL Payment term 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.

b) For new suppliers not registered with BHEL, Trichy for this grade, Pls ref: Clause no:13

<u>For Information:</u>

- 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.
- 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.
- For LC at sight the loading will be considered @ 3.5% on the offered Value.
- Normally CAD at sight and Confirmed LC's are liable for rejection.

c) 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. If this condition is not complied by the vendor, the offer is liable for rejection.

	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 information.	
13.	**Condition For New Suppliers** (Not registered with BHEL, Trichy for the tendered grade rounds)	
	a) If the supply (this item) is first time to BHEL/Trichy, then supplier have 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.	
	b) 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, Trichy lab. Pls confirm your acceptance.**	
	c) 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.	
	Note: New suppliers not registered with BHEL, Trichy for supply of tendered grade rounds may register on line (for the material group item code "STSSR") at our web page: **https://suppliers.bheltry.co.in/ . Please provide application registration ID generated in the above portal.**	
14.	**Offer submission(for Indigenous & Overseas 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-A, 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, UT, etc...).	
	c) Price Variation Clause (PVC) is not applicable. Offers with price variation clause will be rejected.	
	d) 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.	
	e) 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.	
	f) The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.	
	g) 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.	
	h) 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.	
	i) Indicate monthly production capacity of the mill in MT.	
	j) New Suppliers for supply of SA479TY304 rounds to BHEL, Trichy has to submit Draft Mill Test Certificates for BHEL approval before supply of material	
	k) **E.Tender Participation requirements**	
	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 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	
15.	<u>**Offer Submission (for Import suppliers)**</u> 1. Bidders should submit their offer for **CFR / Chennai Port** basis with freight break up details. **Note:** Offer on CFR without price breakup/ FOB only is not acceptable.	
	2. Port of Discharge should be **CHENNAI.**	
	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. 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) 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	
	6. Supplier shall mention the HSN code of the each item quoted by them in the offer. **Specify the HSN code of each item offered**. Note: Please note that this HSN code to be mentioned in Invoice/ shipment documents for each item without fail.	
	7 <u>**CONTAINERIZED CARGO**</u> a. 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. <u>**14 FREE DAYS FOR Container detention shall be provided**</u>. 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.	
	b. In case of shipment through Containers on CFR basis, the BL should bear the endorsement that **"14 free days for Container Detention is applicable"**.	
	8 <u>**BREAKBULK CARGO**</u> 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.	
	9. Indicate the Mill (Name, Location)	
	10. Indicate the country of origin	
	11. Specify the quoted currency	
	12. Service charges, commission charges and any other incidentals will NOT be paid extra.	
	13. 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.	
	14. Agency commission, if any should be clearly given in the offer (% on FOB, % on CFR Chennai inclusive).	

	15. **Anti-dumping duty** a. 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.	
	b. Anti-dumping duty, if any declared by Import Mill/principal as per (a) above, will be loaded for arriving at landed cost.	
	c. 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.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. The list of banned firms is available on BHEL website www.bhel.com.	
	16. 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 one suppliers all such offers will be rejected.	
	14. The offer will be evaluated on total landed cost to BHEL-Trichy as below : 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 (15.7.a) 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.	
16.	**For Indigenous suppliers** 1. 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).	
	2. Confirm your acceptance to Incoterms **FOR - BHEL, Trichy**	
	3. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. **Indicate the GST registration number**. ➢ If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.	
	4. Supplier shall mention the HSN code for each item quoted by them in the offer. **Specify the HSN code of each item offered**.	
	5. Supplier shall mention their and BHEL and GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. The invoices should specify whether the invoice is for "Original for buyer" or for "Duplicate for Transporter".	

	6. Invoices shall necessarily contain Invoice number & Invoice number (including all special character, prefix, suffix, etc...) should not exceed 16 characters. (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.	
	7. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
	8. A declaration stating that "CERTIFIED THAT THE PARTICUARS GIVEN ABOVE ARE TRUE AND CORRECT. WE ALSO DECLARE THAT WE WILL REMIT THE GST AMOUNT AND FILE APPLICABLE GST RETURNS" shall be mentioned in the invoice.	
	9. 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.	
	10. 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 supplies, within the calendar month notified by BHEL.	
	Note: 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 for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.	
	11. The offer will be evaluated on total landed cost to BHEL, Trichy as below, **Total landed cost =** FOR Trichy + applicable taxes+ commercial loading as applicable - applicable tax credits.	
17.	**<u>Offer Validity:</u>** Offer validity of 30 days is required after priced bid opening (normally price bid will be opened within 60 days from technical bid opening) is required. Otherwise offer is liable for rejection.	
18.	**<u>Risk Purchase Clause:</u>** 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.	
19.	**<u>Defective Material replacement:</u>** 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.	
20.	**<u>Material Warranty</u>** 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.	
21.	The bidders, While submitting documents in response to this NIT/Tender shall ensure that **'Documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder'.**	
22.	**<u>Documents required for Import suppliers</u>**	
	a. Bill of Lading. b. Invoice. Invoice should show the description of the goods, HSN Code 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. Packing list must indicate case identification, case dimension, and case contents, no of bundles, gross and net weight. d. Country of origin Certificate e. Mill test certificate for raw material as per TDC.	
	Note: All the above documents should be submitted in triplicate & in all documents Contract No., L.C. No. and Import License No. are to be indicated.	

23.	**Documents required for Indigenous suppliers** **1.** "Duplicate for Transporter" copy invoice, LR, original Mill TC for the raw material are to be sent along with vehicle. Without T.C. Vehicle/wagon will not be unloaded. One set of photocopy of all the said documents to be sent along with vehicle. Invoice should mention the no of pieces/bundles.	
	2. One set of MTC, Original invoice Plus two copies, LR copy shall be sent to MM/Purchase for bill processing.	
24.	**Conditions for transportation:** I) In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage/ wharfage/ other related charges, arising out of the same shall be to the account of the Supplier and an amount of up to 5% of the invoice value will be retained towards above said charges and the difference if any between actual charges & recovery will be settled separately through supplementary invoice. 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.	
	II) **For Overseas suppliers -** Indian Customs has imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. At present penalty is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). 1) Hence the supplier shall submit the Non-Negotiable Documents (Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin, etc.) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.	
	2) In case of any penalty due to late filing of Bill Of entry for reasons attributable to suppliers (as listed below), the same will be recovered from the bills of supplier: a. Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival b. Discrepancy in documents c. Short landing of Consignments (For shipments on CFR– Chennai Port)	
	III) All the shipments for the contracts (POs) finalized on CFR- Chennai Port basis 1) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. To avoid any delay, BHEL prefers Single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.	
	2) The detention/demurrage charges arises due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only.	
	3) Apart from the Terminal Handling Charges, Container cleaning Charges & Delivery Order Charges at final port of discharge, any other charges will not be borne by BHEL.	
	4) The liner/freight forwarders shall be informed by the Vendor not to claim any additional charges (like charges listed below) for issuing Delivery Order. In case if the liner/freight forwarder claims such charges, the same amount will be deducted from the Vendor bills with/without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden charges are listed below. a. CIC - Container Imbalance Charges/Surcharges b. EIC - Equipment Imbalance Charge/Surcharges c. CAF - Container/Currency Adjustment Factor d. BAF - Bunker adjustment Factor e. RDS - Rupee Depreciation Surcharge f. CDS - Currency Depreciation Surcharge	
25.	**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.	

26.	**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.	
27.	**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 case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.	
	3. 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.	
28.	**Arbitration & Conciliation**	
	I. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to the interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Trichy (the place from which the Contract is issued) The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of clause as above, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.	
	II. In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.	

29.	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.	
30.	BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive.	
31.	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the Enquiry/Annexure-A and which have not been specifically accepted in by purchaser will not be applicable to the contract.	
32.	**BHEL will consider the ranking after the technical and commercial factor is applied as referred above wherever deviations are observed.**	
33.	**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	
34.	**Non-Disclosure Agreement(NDA):** The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).	
35.	**<u>Suspension of Business Dealings with Suppliers/ Contractors</u>** The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.	
36.	**<u>Patent Right</u>** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser	
37.	**<u>Evaluation of offer</u>** 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) 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.	
38.	**Integrity commitment, performance of the contract and punitive action thereof:**	
	1. Commitment by BHEL	
	BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity	
	2. Commitment by Bidder/ Supplier/ Contractor	
	a The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.	
	b The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL	
	c The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL	
	If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: **http://www.bhel.com/vender_registration/vender.php**	
39.	**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.	
40.	**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. Any clarification regarding tender shall be done before Part –I due date itself through EPS portal itself, and in case of immediate non-availability of DSC you can clarify through with the following mail ids kjoe@bheltry.co.in or govindaraj@bheltry.co.in The above mail id is provided for initial clarification purpose only and no further correspondences shall be entertained through this mail ids.	
	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, Report for length of rounds, MTC & details of discharge Port agent/freight forwarder shall be submitted by Seller to Purchaser either by e-mail or by fax.	
	h. Foreign suppliers has to submit the **Non-Negotiable Document** to bank/directly to BHEL as per the relevant payment term, well **before the shipment reaches the port** or else the demurrage and detention charges due to the delay in submission by supplier will be deducted from suppliers invoice.	
	i. PURCHASER reserves the option to alter the specific delivery schedules from time to time within the terminal due date of contract for specific quantity.	
	j. The prices OFFERED/TO BE CONTRACTED finally have to be kept firm till successful completion of the contract	
	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 by BHEL for such extensions and it will be published as corrigendum in the websites ➢ **https://bheleps.buyjunction.in** ➢ **http://tenders.gov.in** ➢ **http://eprocure.gov.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. Foreign supplier shall ensure that the benefits as applicable under the **Comprehensive Economic Partnership Agreement (CEPA)** with the Government of India are disclosed in the bid and relevant documents such as Country of Origin, issued by the appropriate authority in the Country of export, is provided by the vendor along with the dispatch documents, Bids shall be evaluated with such applicable benefits, In the event of seller failing to provide appropriate document for purchasers to avail disclosed concessional duty benefit in India, financial loss, so incurred, will be to the seller's account.	
	y. **Set-off Clause:** BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.	
	z. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
1.	**Caution:**	
	➢ The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.	
2.	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 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)