

Bharat Heavy Electricals Limited

Tiruchirappalli 620 014

Annexure E- Special Terms & Conditions of the Enquiry (R01) **Enquiry No 4202600009 dt 05.06.2026**

Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical bid.

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation. (If otherwise mentioned).

SI No	BHEL Requirements	Supplier Comments																				
01 (R01)	<u>Material Specification, Size, Quantity & Quantity Tolerance:</u> a. Procurement of IBR & Non IBR Piping for Talcher project shall be made strictly as per Technical Specification: PIP ENGG:TSP:82PMS:005 Rev 01 and in compliance with other technical requirements of the Enquiry. Supply shall also be in line with the applicable TDC's, Quality Plans, Painting Scheme, Quality Control Procedures (QCP's) and Packing Procedure as indicated in "Annexure A- Enquiry Schedule List" and "Annexure B- Piping System Wise Applicable Quality Plan & Painting Scheme" enclosed along with the Enquiry. b. Raw materials (Tubes, Pipes etc) shall be procured only from customer approved sources indicated in the Enquiry. Other raw materials like Welded Pipes (IS1239 & IS3589), Fittings, Flanges and Forgings (CS, AS (upto F22/P22) and SS) shall be procured from BHEL approved sourced indicated in the Enquiry. Other miscellaneous items like Fasteners, Packing Rings, Galvanized Wire Mesh etc can be sourced from any supplier meeting the relevant item specification. Item details is as detailed in "Annexure A- Enquiry Schedule List" and the same is as summarized below- <table><tr><th>Schedule No</th><th>Piping System</th><th>IBR / Non IBR</th><th>Quantity (Sets)</th><th>Weight (MT)</th></tr><tr><td>1</td><td>IBR Piping</td><td>IBR</td><td>1</td><td>103.25</td></tr><tr><td>2</td><td>Non IBR Piping (<= 15 kg/sqcm)</td><td>Non IBR</td><td>1</td><td>176.13</td></tr><tr><td>3</td><td>Non IBR Piping (> 15 kg/sqcm)</td><td>Non IBR</td><td>1</td><td>50.01</td></tr></table> c. Supplier(s) shall submit their quote considering the isometric / part drawings provided for each Piping System. Weight against each Piping System is subject to minor change during detailed Engineering by the supplier(s). d. There may be chances of slight variation to the final BOM during placement of Purchase Order. However, such variations if any shall be limited to ± 15% of the weight indicated against each of the Piping System. Such changes if any attributable to changes in routing, equipment connections etc shall be suitably addressed by the supplier(s) during execution. In such cases, finalized L1 rate per kg of the Piping System (rounded off to 2 decimal places) will be considered by BHEL for arriving at the price escalation / de-escalation price. e. In case of any technical deviation, same shall be clearly indicated in the "Technical Deviation Format" enclosed along with the Enquiry by mentioning the specific Clause No of the relevant technical requirement (Technical Specification, Quality Plan etc). In case	Schedule No	Piping System	IBR / Non IBR	Quantity (Sets)	Weight (MT)	1	IBR Piping	IBR	1	103.25	2	Non IBR Piping (<= 15 kg/sqcm)	Non IBR	1	176.13	3	Non IBR Piping (> 15 kg/sqcm)	Non IBR	1	50.01	
Schedule No	Piping System	IBR / Non IBR	Quantity (Sets)	Weight (MT)																		
1	IBR Piping	IBR	1	103.25																		
2	Non IBR Piping (<= 15 kg/sqcm)	Non IBR	1	176.13																		
3	Non IBR Piping (> 15 kg/sqcm)	Non IBR	1	50.01																		

	technical deviations are not explicitly indicated in the Technical Deviation Format, bidder will be deemed to have accepted all the terms and conditions of the relevant technical requirements without any deviation.	
02	<u>Bid Submission:</u> - Tender is hosted in EPS (E-Procurement System) portal & offer is to be submitted through EPS portal only. - Offer is to be submitted on Two Part Bid basis (Technical bid + Price bid) only through BHEL's NIC E-Procurement portal (https://eprocurebhel.co.in) before the tender due date. Sealed cover bids / E-Mails / fax / manual offers will not be accepted. - Scanned copy of filled in Annexures, Technical Deviation Format etc shall be uploaded in the EPS portal during Part I bid submission. - At its option, BHEL may consider extending the due date of the tender opening. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in the following websites, https://eprocurebhel.co.in https://www.bhel.com/tender/ - Any clarification on Techno-Commercial requirements can be obtained from BHEL before tender opening. As per BHEL's Policy, BHEL cannot allow price impact post Part I opening for the requirement / scope of supply which is a part of the Enquiry. Hence, requirements / documents shall be thoroughly read before submission of the bid. In case of any query / un-clarity on any of the clause / requirements, please get them clarified from BHEL before submission of bid. No deviation & request regarding un-clarity / contradictory conditions / ambiguity of Techno-Commercial requirements would be entertained after opening of Part I bid. - Any values indicated anywhere other than in Part II bid even if covered in any form in the Part I bid will not be considered for evaluation. Bids shall be strictly as per the Part II template and should not be subjected to any correlation or indirect interpretations. Bids shall fulfil all the above requirements failing which the bid may be summarily rejected as a whole or as part thereof. Rates are to be quoted strictly as per Part II template taking care of all Techno-Commercial requirements of the Enquiry. Bidders shall furnish their most competitive offer after thoroughly understanding the Techno-Commercial requirements and confirming to meet the same. - BHEL shall not be responsible for wrong quotes, missing attachments, blank file uploads etc in E-Procurement portal. Bidders shall exercise at most caution while submission of bids to avoid any chances of bid rejection. Quoting abnormally low rates which are unworkable or withdrawal of bid after Part II bid opening or after issue of Purchase Order within validity of the tender will be construed as tampering of BHEL's tender process and action as deemed necessary shall be invoked as per BHEL's extant policies and guidelines. - Bid should be submitted only as per the Unit of Measurement (UOM) specified in the Enquiry. - Bidders are instructed not to wait till last minute for tender submission. BHEL shall not be responsible for any E-Procurement system related issues and bidder's inability to submit the offers at the last minute. - Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in English language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.	

	k. Offers for partial quantities of a given item is not acceptable to BHEL. While bidders can quote for some or all the tendered Schedules, no bidder shall quote for partial quantity of any given Schedule. Such partial offer would not be considered for that Schedule.	
03	<u>E-Tender Participation Requirements- Authorization for participation in EPS portal with DSC:</u> - Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). - Suppliers are advised to go through the FAQ available in the web portal (https://eprocurebhel.co.in). - 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.	
04	<u>Price Terms:</u> - Bidders are requested to submit their offer for each Schedule on Firm Price basis only. - In case quoting for any Schedule, all items of the Schedule as per BOM of that Piping System shall be quoted for. Else the bid submitted for such Schedule will be rejected. - Price Variation Clause (PVC) is not applicable for the Enquiry. - Conditional offers if any will not be accepted and will be rejected. - Bids with conditions of Minimum Order Quantity (MOQ) and / or Minimum Order Value (MOC) will not be accepted and will be rejected.	
05	<u>Bid Validity:</u> - Bid shall be valid for 90 days from the date of Part I bid opening for price finalization. - Post Part I bid opening, quoted rates cannot be changed on any grounds. - Finalized rate shall be valid for another 60 days from the date of Price bid opening / Reverse Auction for placing LOA / PO.	
06	<u>Monthly Capacity:</u> - Bidder shall have sufficient capacity for manufacturing / fabrication of Piping. - Monthly capacity for manufacturing / fabrication of IBR & Non IBR Piping shall be indicated. Monthly capacity shall be indicated in Metric Ton (MT). - In case the bidder is not having sufficient capacity for execution of Piping for the quoted Schedules, BHEL reserves the right to reject the bid of such bidders for such applicable Schedules.	IBR Piping: _____ MT / month Non IBR Piping: _____ MT / month
07	<u>Terms of Delivery:</u> - Bidders shall submit their offer on FOR destination project site basis as per consignee details indicated in SI No 15 of Terms & Conditions of the Enquiry. - Quote should be inclusive of raw material procurement, IBR drawing approval (for IBR Piping), manufacturing / fabrication, internal inspection & testing charges (NDE, heat treatment, chemical / mechanical testing etc), IBR documentation & inspection charges (for IBR Piping), painting and freight charges (Ex-Works offers will not be considered). Transit insurance shall be in BHEL's scope. GST shall be extra and shall not be included in the quoted rates. - BHEL & Customer or their approved TPI inspection charges are not under the scope of supplier(s). - Soft copy of Invoice and LR shall be forwarded to BHEL immediately upon dispatch.	

08	<u>Customer Approval:</u> - For the Enquiry, customer approval is applicable as indicated in Annexure B of the Enquiry. - Post Techno-Commercial evaluation of the bids, un-approved bidders if any will be taken up for customer approval. - Bidders will be required to submit filled in <u>Sub Vendor Questionnaire</u> along with supporting documents as and when requested by BHEL. - Bids of Techno-Commercially qualified and customer approved bidders as applicable will be considered for Part II evaluation.	
09	<u>Price Finalization:</u> - Evaluation and ordering will be done on individual line item (Schedule) basis. - Bidders are requested to submit their most competitive rates for each line item. <u>Reverse Auction is not applicable for this Enquiry.</u> E-Price bids of qualified bidders will be opened through E-Procurement portal for price finalization of the Enquiry.	
10	<u>Evaluation Criteria:</u> Currency of evaluation for the Enquiry shall be “INR”. Bids will be evaluated on total landed cost on ‘FOR’ destination on Schedule basis. Evaluation process is as detailed below: Total Landed Cost = FOR rate in INR (A) + Applicable taxes (B) + Loading for payment term & LD (C) - Applicable input tax credit (D) - GST and any other charges quoted by indigenous suppliers will be added to the base price. - Loading for payment terms & non-acceptance of Liquidated Damages (LD) will be added on the FOR value for arriving the landed cost to BHEL. - Input credit is availed for GST (SGST, CGST / IGST) and hence the same will be excluded for arriving at the landed cost to BHEL. Note: - In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding. - BHEL reserves the right to invite L1 bidder for price negotiation if the L1 rate arrived is not acceptable.	
11	<u>Purchase Ordering:</u> - Value of items of the BOM of each Piping System will be arrived by BHEL considering the finalized L1 Rate per kg (rounded off to 2 decimal places). Accordingly, Purchase Order will be placed by BHEL. In case of any revision in weight of the items due to revision in length, addition / deletion of fittings etc, finalized L1 Rate per kg of the Piping System (rounded off to 2 decimal places) will be considered by BHEL for arriving at the price escalation / de-escalation price. For eg: - L1 value for Schedule No 1 = Rs. 2,50,00,000 - Tender weight for Schedule No 1 = 149.06 MT - L1 rate per kg = 167.72 - Escalated / de-escalated price of the item = L1 rate per kg * Weight of escalated / de-escalated quantity as certified by BHEL	

	b. Purchase Order placed shall stand valid till completion of all the supplies against the PO. c. During the currency of the LOA & PO, no request for price escalation for any reason whatsoever will be entertained by BHEL. d. PO(s) will be sent only by E-Mail. Hardcopy of the PO(s) will not be forwarded by BHEL.	
12	<u>Inspection of materials:</u> a. Materials will be inspected and cleared by IBR (for IBR Piping), BHEL and / or Customer or their authorized TPI's prior to dispatch of materials. Applicability of customer inspection for each Piping System will be as per Annexure B of the Enquiry. b. Suppliers shall raise inspection call in BHEL's CQIR portal (https://cqir.bhel.in/) for inspection by BHEL / BHEL authorized TPI. Post inspection clearance by IBR (for IBR Piping) and BHEL or their authorized TPI's, inspection call for customer inspection (in case applicable as per Annexure B of the Enquiry) shall be raised to BHEL. c. For inspection calls being raised through CQIR portal for inspection by BHEL / BHEL authorized TPI, notice period of at least 3 days shall be provided so that inspection can be planned. For customer inspection, notice period of 7 days shall be provided so that customer inspection can be planned. Suppliers are required to refrain from resorting to raising inspection calls to BHEL / BHEL authorized TPI & Customer at the last moment. For such cases, BHEL will not be liable for any delay in inspection clearances. d. After completion of all inspection activities, complete inspection dossier shall be submitted to BHEL Trichy via E-Mail. Inspection dossier will be scrutinized by BHEL before dispatch clearance is issued to the supplier. In case customer clearance is applicable, dispatch clearance will be issued by BHEL only after receipt of customer clearance. Supplier has to keep the materials safe until dispatch clearance is issued by BHEL. 7 days will be required by BHEL for scrutinizing the inspection dossier and obtaining customer clearance. Hence, supplier shall ensure completion of timely inspection and submit relevant documents to BHEL for obtaining customer clearance. Inspection documents being submitted to BHEL shall be clear in all respect and shall be as per requirements of Quality Plan failing which customer clearance cannot be obtained. e. Inspection and acceptance of the items does not absolve the responsibility of supplier(s) against any manufacturing defects noticed later on. f. Surface Preparation, Painting & Stenciling, Identification and End Protection of Piping Components as per Quality Control Procedure: QCP:21 Rev 00 shall be ensured. g. Prior to dispatch of the materials, Work Order No (13 / 14 digits), DU No (3 digits), Weight, Color Code and Flow direction shall be stenciled. Work Order No (13 / 14 digits), DU No (3 digits), Specification, Melt No, Firm / Vendor Code and Quantity shall be hard punched also. Details of Work Order, DU No etc to be stenciled / hard punched will be indicated in the PO. The inside surfaces of all pipes and bends is to be thoroughly cleaned before dispatch. Any other condition indicated in the relevant Quality Control Procedure (QCP) / QP / Painting Scheme shall also be complied with. h. Preparation of final IBR Booklet / documentation vests with the supplier(s). Preparation of final IBR Booklet / documentation shall be done project wise. Project WBS details will be indicated in the PO. Original IBR Booklet duly signed and sealed by concerned IBR official shall be submitted to BHEL.	
13	<u>Packing & Dispatch of Materials:</u> a. Finished items shall be dispatched to project site as per dispatch instruction from BHEL. Supplier(s) have to arrange for dispatch of the finished goods for safe delivery through	

	their transport carriers. Safe delivery of the goods to project site is in the scope of the supplier. b. Due to unpredictable site condition at times, the loaded consignment dispatched by supplier may have to wait for unloading for about 2-3 days at site. Bidders may keep this in mind while quoting. c. Safe transportation of finished goods to project site as indicated in the PO will be in supplier(s) scope. Transportation should be done using appropriate Vehicle / Trailer with all valid documents complying with applicable rules. Supplier(s) are requested to ensure the follow the guidelines given below during dispatch to project site- • Orientation of material in a stable position such that it does not topple while travelling through valleys and sharp turns. • Loading of material over other material in such a way that it does not start falling sideways on loosening of iron chain on trailers. • Providing structural posts & sleepers on sides of material on trailer to prevent sliding sideways. • Providing wooden sleeper in between structural members to enable Crane slings to cross across section for lifting by crane. In case required, wooden sleepers will be retained by BHEL / Customer after unloading. • Keep stacking of material over trailers within limits of length, width, height & weight. • Mark CG line and sling line on material for lifting in a balance way as per weight distribution of member. • Maintain fitness of vehicle and a helper accompanying driver for guiding during movement in storage areas with restricted movement space. • Suppliers shall exercise control on multiple LR material on same vehicle and total weight. Past instances have been there showing multiple LR from same vehicle wherein total weight loaded on vehicle is much more that permitted but drivers have shown partial LR to get weight clearance. Penal action will be initiated on such reported cases which may include suspension of business dealings with BHEL. • In case of any deviations noticed on above points during receipt of materials at site, the vehicle shall be returned back to supplier works without unloading at site. In addition, action shall be initiated for deviating from the required guidelines & back charging shall be done as applicable. This may also include suspension of business dealings with BHEL. • Loose pieces and small items shall be packed as per Packaging Instructions for Piping Components. d. In case after reaching the destination / project site if any non-conformance is noticed by the way of improper loading / lashing of finished goods, unloading of vehicle may be denied by BHEL site office / customer. Supplier(s) should correct the non-conformances at their cost and again place the Trailer for Unloading. In addition, BHEL may recover from the default supplier(s), the amount arising due to improper loading of finished goods on vehicles as specified by BHEL officials at Unloading point. e. Upon dispatch of materials, • Soft copy of Invoice and LR shall be forwarded to BHEL Trichy via E-Mail. • Original consignee copy of the LR shall be submitted to BHEL Trichy. Original consignee copy of the LR shall not be forwarded along with the consignment. Original consignee copy of the LR is required by BHEL for billing to BHEL's end customer. Supplier shall
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	ensure that original consignee copy of the LR is submitted to BHEL Trichy <u>within 10 days</u> from the dispatch of materials to site. Without receipt of original consignee copy of the LR, supplier(s) invoices will not be processed. - Suppliers shall courier original signed CQIR, supporting original inspection documents as per QP and original IBR booklet / documentation to BHEL Trichy. Original documents as indicated above shall be received at BHEL Trichy <u>within 14 days</u> from the date of final inspection clearance against the PO. - Original quality documents shall be reviewed by BHEL after receipt at our end and intimation will be provided to the supplier via E-Mail in case of any missing documents. In such cases, missing documents shall be immediately submitted to BHEL Trichy.	
14	<u>Acceptance of Materials Supplied:</u> - Supply shall be strictly as per the specifications in the tender / Purchase Order. - Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items. - Acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through E-Mail within 120 days from the delivery of items or delivery of the required test certificates / other documents whichever is later. - In case of rejection of the delivered items, either part or full, - Supplier shall replace the rejected items as per the specification in the Purchase Order / tender at their cost within specified days / months of communication of rejection to the supplier. - If the supplier fails to replace the rejected items within the specified days / months of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers / Contractors available in the webpage: http://www.bhel.com/vender_registration/vender.php would be taken against such supplier. After the acceptance of the 1st lot of mutually agreeable quantity, order / clearance for the balance supply will be given by BHEL. In case of rejection of the 1st lot of mutually agreed quantum, either part or full, if the supplier fails to replace the rejected items within 60 days of communication of the rejection, the same shall be treated as failure to execute the entire contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers / Contractors available in the webpage http://www.bhel.com/vender_registration/vender.php would be taken against such vendor. - If a proper blasting and painting process is followed, the painting should withstand for 5 to 8 years even if exposed to severe / corrosive atmosphere and hence suppliers cannot absolve their responsibility even beyond normal warranty period, irrespective of the fact that the product had been inspected by BHEL / Customer. In order to avoid such penalties, suppliers are advised to follow the established process of blasting and painting. In case of any adverse site feedback regarding poor quality of painting, supplier shall rectify it (paint for the same if provided by BHEL, same will be on cost recovery basis) within the prescribed time limit set by BHEL failing which BHEL may arrange rectification through alternate agencies at the cost and risk of the default supplier. Such rectification charges if any will be recovered from suppliers the outstanding invoices / Performance Security	

	of the supplier. In case such recoveries cannot be made, BHEL may explore legal options to recover the dues payable by the supplier.									
15	<u>Set-Off Clause:</u> a. 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 & bank Guarantee's, if any, furnished by the Contractor under this Contract or any other contract.									
16	<u>Payment of detention charges in case of delay in unloading of vehicles:</u> a. Detention charges shall be paid extra if the vehicles are not unloaded / released within the stipulated time given below: <table border="1"><tr><td>Unloading point</td><td>Free period (No. of days)</td></tr><tr><td>Project sites</td><td>4</td></tr></table> <u>For Example:</u> If the vehicle reached at site for unloading and made IN entry on 01.05.2025, the free period (4 days as per above table) will be available up to 04.05.2025. However, if the EXIT entry of the vehicle is made on 07.05.2025, then detention will be calculated excluding 07.05.2025 and free period (4 days) and two days will be eligible for detention. b. If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle. c. Detention at unloading points / Sites shall be paid based on the Gate Entry at Site / certification by BHEL site personnel – with signature & official seal. d. In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter project Site. In such case the date of arrival of vehicle at Site, <u>based on the Global Positioning System (GPS)</u> report will be considered as the date of reporting at Site for calculation of detention Charges duly certified by an executive not below the rank of DGM of BHEL's Commercial Department / end user. Wherever GPS is not mandatory then the date of reporting at Site will be based on certification by DGM of BHEL's Commercial Department / end user. e. Rate of detention charges are as follows: <table border="1"><tr><td>Description</td><td>Detention Charges</td></tr><tr><td>40 Feet Trailers</td><td>Rs. 1,700.00 per day</td></tr></table> f. It is the responsibility of supplier / suppliers transporter to obtain the required gate entries / endorsements in the LR with time & date from project sites to enable BHEL to effect the detention payment. Without this, detention payment will not be paid. g. Detention charges (if any) will be considered for payment <u>only after completion of the Purchase Order</u> . Details of LR's for which detention was applicable along with clear and legible copy of LR acknowledgement with details of 'IN entry' and 'EXIT entry' shall be submitted to BHEL for consideration. Detention charges (if any) will be paid after due verification and internal approvals as warranted.		Unloading point	Free period (No. of days)	Project sites	4	Description	Detention Charges	40 Feet Trailers	Rs. 1,700.00 per day
Unloading point	Free period (No. of days)									
Project sites	4									
Description	Detention Charges									
40 Feet Trailers	Rs. 1,700.00 per day									

To be filled by Manufacturer / Mill

1. Name of Manufacturer / Mill:
2. Name of authorized person & designation:
3. Contact No for tender correspondence:
4. E-Mail ID's for tender correspondence:
 - a)
 - b)
5. Seal & Signature:

Note to bidders:

SI Nos for which revision has been made have been highlighted as **(R01)**.