

SECTION I B Terms and Conditions-TMT & Structural Steel		
Supplier Name	M/s	
Supplier Code assigned by BHEL		
Supplier Address		
Supplier Mill/Plant Address		
Items covered	As per Section II	
Supplier Contact person Name & designation, email ID, Contact no.		
Details	BHEL Requirements	Supplier response (Accepted/Not Accepted)
Technical Terms & Conditions		
Applicable standards/specifications	As per Section II	
Structural & TMT items agreed in MOU	As per Section II	
Testing Frequency	As per Specification	
Finish	Material to be free from all mill scales, defect and edge crack.	
Dimensions and sectional properties	Angle, Beams, Channels: IS 808; NPB & WPB: IS 12778; Universal Beam (UB) & Universal Column (UC): BS EN 100025; TMT: IS 1786	
Rolling and cutting Tolerance	IS 1852 (Angle, Channel, Beams, Plates, Sheets); IS 12779 (NPB & WPB); Universal Beam (UB) & Universal Column (UC): EN 10034; TMT IS 1786	
Conversion route supplies	Conversion/trader route i.e. manufacturing and supplies through third party conversion agent is not acceptable. Only supplies of materials manufactured from the Supplier mills and with valid BIS license is acceptable.	
Source of Raw material for Re - rollers (applicable only for TMT and Structural steel)	Raw material sources to be declared. For traceability, raw material test certificate and related details to be linked with test certificate.	
Inspection	Random sampling will be done and Entire lot/heat will be rejected if sample fails	
Repair	Fusion welding prohibited, mechanical removal of defect permitted and should meet minimum thickness and smooth surface	
Finish	Material to be free from all mill scales, laminations, bends and cracks. Edges shall be neatly trimmed by hot saw. Smooth surface	
Packing	Structural & TMT: Delivery should be made in bundled condition without mixing of sections. Delivery schedule mentioned in Purchase Order shall be final. In case of Rail despatches to facilitate ease of unloading the material despatches shall be made in open wagons only (BRNA) and each wagon shall be loaded with identical items only. Proper packing and dunnage is to be ensured. Loading shall be done over wooden logs placed above trailer bed or wagons to facilitate easy unloading. In bundled condition only (10 MT -Max).	
Delivery condition	Dispatch by road is preferred. In case of Rail despatches to facilitate ease of unloading the material despatches shall be made in open wagons only (BRNA) and each wagon shall be loaded with identical thickness plates only. Loading of materials shall be done over wooden logs placed above trailer bed or wagons to facilitate easy unloading.	
Details	BHEL Requirements	Supplier response (Accepted/Not Accepted)
Commercial and General Terms and Conditions		
Basic Price	Item wise basic price to be quoted inclusive all but excluding Freight & GST.	
Freight	Firm freight per MT for transportation from anywhere to anywhere to be quoted exclusive of GST. Unit/Region wise indicative Quantities will be provided for each tender alongwith. No ODC charges are payable by BHEL	
Evaluation Criteria	<p>Evaluation of the tender on landed cost i.e.</p> <p><b>Landed Cost (FOR destination basis price) = Basic price per MT + All India freight per MT, for each item in the tender.</b></p> <p>IGST/SGST/CGST/UTGST will be paid extra at the prevailing rate for the item in the tender/ Rate Contract/ PO as notified by GOI. Hence suppliers shall quote the following in the tender excluding the taxes,</p> <p>a. Basic Price /MT for each item.</p> <p>b. All over India freight (anywhere to anywhere basis)/ MT for each item.</p> <p>Please note no ODC charges are payable by BHEL separately.</p> <p>Rate contract will be finalised with L-1 Supplier item wise as tendered. The tenders will be concluded based on the factors like competitiveness of prices quoted by supplier and technical suitability of the offer. Request for technical deviation or withdrawal of offer by the tenderer will not be accepted after entering into contract with that Supplier.</p>	
GST	<p>a) Supplier shall have valid GST registration and offer of supplier with valid registration will only be considered.</p> <p>b) Supplier shall mention their GSTIN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTIN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST &amp; UTGST) separately, HSN/ SAC Code, etc.</p> <p>c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).</p> <p>d) A declaration to the effect that all invoice particulars are/were uploaded in the GSTIN network/ portal &amp; all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL (if asked by BHEL).</p> <p>e) All documents like Mill Test Certificate, LR copy, Guarantee/Warranty 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.</p> <p>f) In case of discrepancy in the data uploaded by supplier in the GSTIN 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 GSTIN portal or issue credit note (details to be uploaded in GSTIN portal) for the shortages or rejections in the supplies, within the calendar month notified by BHEL.</p> <p>g) TDS will be deducted in line with Notification 50/2018 -Central Tax dated 13.09.2018 and certificate will be issued for the same.</p> <p>h) 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 of material till the month tax credit is availed from the running bills.</p> <p>i) For any contradiction/dispute in GST, Government of India Central Tax notification(s) shall prevail.</p>	
Any other local body duties	Applicable taxes to be indicated in offer and is payable extra only on submission of documentary proof	
Transit Insurance	Supplier shall Insure the Materials at their cost for transportation and is not payable by BHEL.	

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Details	BHEL Requirements	Supplier response (Accepted/Not Accepted)
Payment Term	<p><b>For Non-MSME Supplier:</b> 60 days Usance LC (Irrevocable) reckoned from the date of submission of documents at Beneficiary bank. Opening charges and retirement charges to BHEL's account. LC will be normally opened within 21 - 30 days from the date of PO and negotiation period will be 14 days. Validity of LC i.e., last shipment date shall be linked to PO delivery date. For any amendments requested by supplier after LC establishment charges shall be to supplier's account and amendment will be done in 7 - 10 working days from request.</p> <p><b>Incoterm:</b> Carriage and insurance paid to (CIP) destination basis</p> <p><b>For MSME Suppliers:</b> payment shall be made through Receivables Exchange of India limited (RXIL), M1 Exchange &amp; Invoicemart as per extant guidelines. MSME supplier shall have the option to chose the exchange.</p> <p>Documents required for bill/invoice processing: copy of Invoice, MTC, LR copy [1 set of these documents]</p>	
<b>NOTE:</b> MOU confirming to either of this payment term as mentioned above will only be considered. Any deviations (like payment period lesser than 60 days, Usance period less than 60 days, sight LC, Interest for delay in payment, advance payment etc.) to the above payment term will not be considered.		
Ordering Quantity Tolerance	+ 20 % each item wise tendered quantity	
Supply Quantity Tolerance	If mentioned otherwise in the PO, the supply tolerance shall be +/- 10% for each item in PO	
Liquidated Damages for delayed delivery beyond the deliver period	If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of undelivered/delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. For LD calculation Invoice date/LR date/e-waybill date, whichever is later will be considered.	
Offer Validity	Tendering will be done in alignment with the Financial Quarter and the terms, conditions, prices of the contract will remain valid for the whole period of that Quarter.	
Integrity Pact	Quarterly tenders are monitored by Independent External Monitor. Hence Integrity Pact is mandatory and is to be signed & submitted along with this MoU which shall remain valid for one year.	
MII & Land Border Declaration	MII (Local content) & Land border declaration is mandatory and is to be signed & submitted along with this MoU which shall remain valid for one year.	
Delivery Term	Carriage and insurance paid to (CIP) destination all over India	
Ex-works / stations of despatch	Likely stations of despatch namely Manufacturing Units, project sites of BHEL, stockyards, warehouse etc.	
Delivery Period (T) (in days)	TMT: 60 Days from LC establishment date Structural Steel: 60 Days from LC establishment date For MSME Suppliers reference date shall be PO date.	
Disptach Modality	Road/Rail as indicated by BHEL	
Material Warantee	Free replacement of whole material in case of notification of defect within the period of One year from TC/Invoice date.	
Ordering	Ordering will be done throughout the whole Period of the Financial Quarter/valid contract period by individual Units & Regions of BHEL /Subsidiaries/ JVs. Order acceptance cum expected delivery schedule shall be provided by the supplier within 7 days from the date of purchase order.	
Pre Despatch Inspection	If required, BHEL will have pre despatch inspection and quality audit of the mill	
Documents required with materials for unloading at destination	Invoice + LR copy + weighthment slip + gate pass + Test Certificate and additionally one full set photocopy of all the above documents.	
Invoice	Invoices for the materials supplied shall reflect the base price, freight as finalised (Rupees / MT) and taxes as applicable. Invoices with pricing other than this will be rejected / returned back. Only error free invoices shall be considered for payment processing. Supplier shall submit Original for Receipient + 2 extra copies of the same and 2 original TC copy, 2 LR/Gate pass copy annexed with it. If required supplier shall also submit Commercial invoice.	
Unloading of materials	Unloading of the materials is in the scope of BHEL. However Demmurgages 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 suppliers accounts only. Prior despatch clearance shall be obtained from respective Units/Regions of BHEL	
Minimum order quantity (MOQ)	Minimum order quantity per item shall be 25 MT. Any purchase order for quantity less than MOQ shall be placed on mutual agreement basis.	
Weighthment	BHEL or BHEL approved third party weighment is final. Number of pieces shall be indicated in Invoice/TC.	
Weighthment Tolerance	± 0.25 % of carrier/vehicle weight or ± 70 kg. of carrier/vehicle weight, whichever is higher.	
Defective Material replacement	Supplier shall replace the defective material at free of cost (inclusive of freight , material cost, taxes etc.) up to destination within one month from notification of defect.	
Operating Units/Regions of BHEL	Ordering and supplies by/to various Regions/Units of BHEL spread over the Country which includes BHEL Subsidiaries and JVs.	
Rights of BHEL	BHEL does not guarantee ordering of any specific quantity. BHEL reserves the right to negotiate or re-float the tender if the lowest offered price is not found competitive.	
Test Certificate	To be provided as per BHEL requirements (normally 3 copies) and extra if demanded by BHEL with out any extra cost	
Supplier (Stamped & Signed)		M/s BHEL