BHARAT HEAVY ELECTRICALS LTD

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

General Terms and conditions

1. QUOTATIONS:

a. BID system: Offers are invited as per the format mentioned in "Confirmation to the Terms and Conditions/Annexure B&C" attached.

i. Two part bid: The offers are invited in Two part bid system (Part I will be Techno-commercial bid and Part II will be Price Bid). Techno-commercially suitable vendors alone will be intimated for price bid opening.

~~ii. Single part bid: The offers are invited in Single part bid system (Price Bid alone). The vendor shall confirm to all of BHEL's technical & commercial conditions.~~

b. Submission of tender:

i. Tender called through e-Procurement mode: The bidder shall submit the bid online in Government e Marketplace (GeM) portal at https:// mkp.gem.gov.in

The bidder would be required to register on the above GeM portal for submitting their bids. Offers through mail and Hardcopies are not acceptable.

~~ii. Tender called through Non-e-Procurement mode: Each offer should be sent in double cover separately and the same should be sealed and super scribed with correct Tender No., item of supply and due date of opening. Two or more quotations should not be sent in one cover. Price Bid should contain only "Price per unit" for each type. Tender should send to the below mentioned address:~~

~~Purchase Executive~~
~~Purchase Department,~~
~~Seamless steel Tube Plant (SSTP)~~
~~Bharat Heavy Electricals Limited~~
~~Tiruchirappalli - 620014, Tamil Nadu, India~~

c. Late tenders: Tender received after 2.00 pm on due date will be considered as Late tender. Late tenders will not be considered under any circumstance.

d. Regulations: Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested. All amounts shall be indicated both in words as well as figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

e. PVC: Price Variation clause not acceptable. Prices should be firm.

f. Catalogue: Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation.

~~**g. Samples:** Samples should be submitted separately if specially requested in tender before due date of the enquiry. They should be clearly marked with the enquiry No. and date on the outside cover to facilitate identification.~~

h. GST Number: GST registration number, HSN number (Item wise) with applicable taxes should be mentioned in quotation. If the vendor is not GST registered the offer is liable for rejection.

i. Deviation. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".

j. Confirmation: Confirmation for compliance is to be given in the offer for all the techno-commercial conditions specified in the specification.

2. COMMERCIAL TERMS & CONDITIONS:

a. Terms of Payment:

100% payment due on 90th day from issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

b. Liquidated Damage:

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or

part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

c. **Delivery Terms:**
All the Goods shall be offered on Free Delivery at Site basis including loading/unloading. In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be included in the offer price.

d. **Validity of Offer:** Prices should be fixed and should be valid for period as mentioned in the "Confirmation to the Terms and Conditions/Annexure B & C" attached.

e. **Delivery period:** Delivery schedule will be as mentioned in the "Confirmation to the Terms and Conditions" attached.

f. **Risk Purchase:** The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of seller either the whole of goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases in addition to penalty at the rate mentioned in clause 2 b above. Non acceptance to risk purchase clause the offer is liable for rejection.

g. **Guarantee Clause:**
The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warrantee for one year period from the date of final acceptance by the consignee unless otherwise specified in category specifications, specific Bid/RA. Seller, at the time of listing their product on GeM portal or offering their products against any Bid / RA, may accordingly provide longer Guarantee/Warrantee period (i.e. more than 1 year) and in such case, Guarantee/Warrantee period stipulation made in category specifications / Bid / RA document, shall prevail over standard Guarantee / Warrantee period of 1 year stipulated in these General Terms and Conditions.

h. **Miscellaneous:** Any conditions which might have been quoted by the seller and are in contravention to the terms of PO and which have not been specifically accepted by Purchaser will not be applicable to the contract/PO.

i. Performance Bank Guarantee: Performance Bank Guarantee (PBG) (in format provided on GeM) for the quantum mentioned in the bid document & valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, shall be submitted by the successful Bidder, for ensuring due performance of the contract.

j. Counter Offering:
In case of critical / vital / safety / security nature of the item, and / or large quantity under procurement and / or urgent delivery requirements and / or inadequate vendor capacity, Buyer may decide to have more than one source of supply. In such cases, the Bid Splitting ratio will be indicated in the bid, in which order will be split among L-1, L-2, L-3 etc as per ratio of splitting pre-disclosed in the bid. After deciding the acceptable reasonable price, L1 would be awarded contract for at least the first / highest percentage indicated in the bid splitting ratio. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the next higher quoting bidder(s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting bidder(s) for the respective percentage. In case of non-acceptance of the counter offer by the next higher quoting bidder(s), a similar offer shall be made to L3 and L4, and so on. In case counter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.

3. COMPLIANCE / ACCEPTANCE REQUIRED FOR FOLLOWING POINTS TO ENSURE INPUT TAX CREDIT

a. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

b. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

c. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.

d. All documents like Mill Test Certificate, LR copy, Guarantee/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.

e. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

f. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty (if any) will be deducted/recovered for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

4. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE):

a. 25% of the tendered quantity is earmarked for MSE suppliers in this tender.

b. Out of the 25% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs and 3% shall be earmarked for procurement from MSE owned by women entrepreneurs.

c. In case MSE vendor participating in the tender quotes within the price band of LI +15%, they will be allowed to supply the portion of the requirement subject to acceptance of LI price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

d. MSE suppliers can avail the intended benefits only if they submit along with offer,

i. attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or
ii. EM II certificate along with CA certificate applicable for the year or
iii. valid NSIC certificate or
iv. MSE [either Udyog Aadhar Memorandum(UAM) -along with CA certificate in original in attached format or else UDYAM registration certificate],

certifying quantum of investment in plant and machinery & turnover within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II certificate or MSE certificate 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.

5. GENERAL CONDITIONS

a. The manner of finalization will be as mentioned in the "Confirmation to the Terms and Conditions" attached. Separate orders will be released for each project and documents should be supplied for each order separately.

b. BHEL reserves the right to increase or reduce the Tender Quantity and to NOT to order for some or all material based on the changes in project.

c. BHEL shall have the right to visit vendor works during the execution of contract along with end customer for verifying status, inspection and testing of the material.

d. BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable.

e. Supplier shall arrange packing to avoid lose or damages during Road Transport, Site handling & Storage.

f. BHEL reserves the right to reject the offer of a particular bidder due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.

g. The Drawings and Technical documents given in this enquiry are the sole property of BHEL. This should not be misused in any form.

h. Purchase Order, PO Item serial number, Material code, Quantity should be clearly marked on the packing.

i. Confirmation for compliance is to be given in the offer for all the conditions specified above and to the respective Purchase Specification.

j. If any supplier is not honouring their own quotation or any of its conditions within the validity period, the action will be taken against those suppliers in line with "Guidelines for suspension of business dealings with suppliers/contractors" (refer www.bhel.com)

k. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of the BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

l. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of preference and/or local content in respect of this procurement, the same shall be applicable.

6. DOCUMENTATION:

a. **With Consignment:** Duplicate for transporter copy, Original Invoice, Packing List, Delivery Challan, O&M manual (if applicable) Material Test Certificate, Test Certificates, Compliance Certificate, Guarantee/Warrantee Certificate and other documents mentioned in PO/TDC/Drawing.

b. **To Purchase:**

i. FOR SSTP/Stores, BHEL TRICHY-14 case- Original Invoice, duplicate for transporter copy, packing list, LWB and Delivery challan, GST declaration as mentioned in point 3c.

ii. FOR Site case- Original Invoice, Original LWB, Original Packing List, Original IBR documents, Original despatch clearance Certificate and Inspection report, Test certificates as per PO, Original Site Acknowledgment etc.

c. **Identification:** Material code, Purchase Order, PO item serial number, Unique serial number if any should be provided in all despatch documents, materials and packing clearly.

7. TENDER EVALUATION:

a. PART I Techno-commercial Bid.

i. All vendors should submit General arrangement drawing, datasheet and C&I diagram (if any) of the offered product.

ii. Point by point technical confirmation of all pages of our technical specifications and commercial conditions/Annexure B&C are required with your sign and seal along with techno commercial bid.

iii. Offers from supplier not having technical capability or not agreed for commercial terms, will be rejected.

b. PART II Price Bid.

i. Bidders qualified for Part I will be intimated for participating in ~~price bid opening~~/Reverse Auction.

ii. L1 bidder will be decided based on landed cost for the equipment to BHEL.

iii. For evaluation, the exchange rate shall be taken as TT selling rate of SBI on date of Part-1 bid opening.

iv. In case, two or more acceptable bidders are found to have quoted identical lowest bid price, Reverse Auction shall be conducted for the required Goods among all technically qualified bidders.

8. INTEGRITY PACT (IP)

Seller as well as Buyer agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

9. FORCE MAJEURE CONDITIONS:

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God

provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

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

(1) SAGUN LAL SIDAR Deputy General manager MM & MS/ SSTP BHEL, Trichy-620014 +914312574192 slsidar@bhel.in	(2) K MAHENDRAN AGM/OPERATIONS SSTP BHEL, Trichy-620014 +91 431 2578462 mahendran@bhel.in

BHARAT HEAVY ELECTRICALS LTD

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

BHEL Enquiry No. : **Enquiry Dt :** **Enquiry due date :**

ANNEXURE – B&C

Sl No	BHEL TECHNICAL CUM COMMERCIAL TERMS AND CONDITIONS for INDIGENOUS VENDORS	Vendor's Confirmation
1	Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".	
2	The vendor shall provide necessary drawings, Test Certificates/Chemical composition certificate, Shelf life/DATE OF Manufacturing/Date of Expiry and Operating Maintenance Manuals as called for in the Technical Specification, in the required number of copies at no extra cost. Specific ***Make / Brand*** of the item if any shall be indicated clearly in the offer	
3	Guarantee / Warranty certificate to be provided wherever applicable. Replacement during warranty period shall be supplied free of charge on FOR SSTP BHEL basis. The supplied item shall be guaranteed for 12 months from the date of material acceptance. In case of any failure or trouble reported , the supplier shall replace the item free of cost	
4	Vendor to indicate Quoted/Not Quoted item wise in Technical bid (Part I)	
5	Prices shall be quoted item wise only in the Price bid (Part II).	
6	In case of Dealer , Authorization certificate from Principal supplier is required	
7	Prices shall be quoted on "FIRM PRICE" basis only. The prices should be only on FOR SSTP/STORES, BHEL, TRICHY -14 basis, inclusive of Taxes, Packing & Forwarding, Freight & Insurance / other charges if any. Complete break-up of the quoted price in the required price bid format shall furnished by the Bidder.	
8	Validity of offer shall be 75 days from the date of Tender opening.	
9	Delivery period should be within 3 months from the date of Purchase order. All items shall be properly packed to avoid any transit damages. You are not accepted delivery period, your offer will be Liable for rejection.	
10	Liquidated damages @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. You are not accepted LD Clause, your offer will be Liable for rejection..	
11	Following Risk Purchase clause shall be applicable: The Purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
12	Payment terms -100% Payment due on 90th day from issue of CRAC. In case Vender falls under MEDIUM category, 100% due on 60th day from issue of CRAC. In case Vender falls under MICRO or SMALL category, 100% due on 45th day from issue of CRAC. For last two cases tenderer will have to furnish valid MSME certificate proof (UDYAM Certificate).You are not accepted BHEL payment term, your offer will be Liable for rejection..	
13	GST No., applicable GST % along with HSN code should be mentioned in the offer and the GST benefit (If any) shall be passed on to BHEL.	
14	Vendor contact person details Name : Mobile No. E Mail	
15	In case of MICRO/SMALL/MEDIUM vendor – MSME Regn. No. along with MSE certificate with Original CA certificate for latest audited year or a copy of UDYAM certificate to be enclosed	

NOTE:-

It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.

Your specific acceptances to BHEL Payment terms, LD and Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.

Vendor Name & Address
Vendor code (BHEL Trichy code)
(optional if available)

Signature & Office Seal of the vendor