

## **TENDER DETAILS**

<i>ENQUIRY No.</i>	<i>2612300005</i>	<i>ENQUIRY DATE</i>	<i>15.02.2023</i>
<i>DESCRIPTION</i>	<i>ER Ti-2 GTAW</i>	<i>DUE DATE</i>	<i>17.02.2023</i>

<b>Item Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>
<b>1</b>	<b>ER Ti-2 GTAW ROD DIAMETER 2 MM</b> <b>ER Ti-2 GTAW rod diameter 2 mm x length 1000 mm</b> <b>as per WCPI : 129 /00</b>	<b>KG</b>	<b>220</b>
<b>2</b>	<b>ER Ti-2 GTAW ROD DIAMETER 1.6 MM</b> <b>ER Ti-2 GTAW rod diameter 1.6 mm x length 1000 mm</b> <b>as per WCPI : 129 /00</b>	<b>KG</b>	<b>30</b>
<b><u>Tender note:</u></b> <b>i) <u>Pre-Qualification Criteria</u></b> The bidder shall meet the Pre-Qualification Criteria, without which the offer will not be considered for evaluation. <b>i) <u>Bidder has to submit all annexures with company seal &amp; sign to consider the offer.</u></b>			

### **ATTACHMENTS:**

**Annexure-I - Item details & Technical Specification**

**Annexure-II - Pre Qualification Criteria**

**Annexure-III – WCPI**

**Annexure-IV – Commercial details**

**Annexure-V – Terms and Conditions of the Enquiry**

"LD clause has to be confirmed without fail." 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 BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

## **ITEM DETAIL & TECHNICAL SPECIFICATION**

<b>Item Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Delivery</b>
<b>1</b>	<b>ER Ti-2 GTAW ROD DIAMETER 2 MM</b> <b>ER Ti-2 GTAW rod diameter 2 mm x length 1000 mm as per WCPI : 129 /00</b>	<b>KG</b>	<b>220</b>	<b>1) 100 kgs within 30 days</b> <b>2) 120 kgs within 90 days</b>
<b>2</b>	<b>ER Ti-2 GTAW ROD DIAMETER 1.6 MM</b> <b>ER Ti-2 GTAW rod diameter 1.6 mm x length 1000 mm as per WCPI : 129 /00</b>	<b>KG</b>	<b>30</b>	<b>Within 30 days</b>

Vendor sign & seal

## Annexure II

Sl. No.	Pre –Qualification Criteria	Bidder remark
1	<p>Bidder shall be a manufacturer of the Quoted items or an authorized dealer of the same.</p> <p>If the offer is quoted by agent, letter of authorization or agreement duly signed by the manufacturer is required to consider the offer. Tender Enquiry details must available on Letter of authorization or agreement to consider the offer.</p>	
2	<p>Manufacturer (Principle Supplier) shall submit a valid ISO 9001 certificate or Quality management system certificate or Written down procedure for ISO 9001 or A valid ISO 45001 certificate or Written down procedure for Quality inspection.</p>	
3	<p>Bidder should give confirmation to BHEL’s Technical Specification. Any deviation from the Specification are to be mentioned in the “Bidder remark Space”. If There is no deviation vendor should indicate “<b>No Deviation</b>”.</p>	
4	<p>Shall confirm to Technical Specifications as per as per WCPI-129/00.</p>	
5	<p>Diameter details and Length details</p>	

Seal and Sign of Authorized Person



**WELDING CONSUMABLE PURCHASE INSTRUCTION FOR**  
**BARE SOLID FILLER ROD ERTi-2**

**1.0 GENERAL:**

- 1.1 The Rod shall comply with requirements specified in the Latest Edition and Addenda (Applicable on the date of Issue of Purchase Order) of ASME Sec.II.C.SFA-5.16, ERTi-2. All tests, acceptance criteria shall be in accordance with this. Additional requirements specified in this document shall also be complied.
- 1.2 The Rods shall be supplied in sizes and quantities as specified in the Purchase Order.
- 1.3 The rods are intended for use as filler for radiographic quality fillet and butt welded joints tubes, plates and pipes.

**2.0 Chemical Composition:**

- 2.1 The chemical composition of the Rods shall conform to ASME SECII.C SFA5.16 ERTi-2.

**3.0 Mechanical Properties:**

- 3.1 The mechanical properties of the Rods shall conform to ASME SECII.C SFA5.16 ERTi-2.

**4.0 USABILITY AND RADIOGRAPHIC SOUNDNESS:**

- 4.1 The Rod when used as filler in GTAW with 100 % Argon shielding shall deposit weld metal that flows freely, uniformly without sputter or other defects and shall exhibit excellent wetting characteristics. The resultant weld metal shall be smooth and uniform with no visible evidence of cracks/porosity or other defects and shall meet radiographic soundness requirements.

**5.0 FORM & SIZE:**

- 5.1 The Rods shall be supplied in straight lengths of 1000 mm +15, -100 mm and as specified in the Purchase Order. The tolerance on diameter shall be as per SFA-5.02.



**6.0 FINISH & UNIFORMITY:**

6.1 The Wires shall meet the requirements of SFA-5.16

**7.0 IDENTIFICATION:**

7.1 Each Rod shall have the Classification designation “ERTi-2”/ brand/trade designation marked or embossed on both ends for positive identification.

**8.0 MARKING:**

8.1 The rods shall meet the requirements of SFA-5.02.

**9.0 PACKAGING:**

9.1 Rods of the same size and batch/lot shall be packed in water resistant plastic tube shaped cartons. Each tube carton shall weigh not more than 10 Kg. The cartons shall be provided with watertight lid to ensure waterproof during transit & storage. Tube Cartons shall be packed in waterproof boxes with crates so as to ensure no damage during shipment and normal storage conditions. Weight of each crate shall not exceed 1000kg.

9.2 The cartons shall have product information as per SFA-5.02

**10.0 TESTING & CERTIFICATION:**

10.1 Batch/Lot classification shall be Class S1 as per SFA-5.01 Filler metal procurement guidelines of ASME Sec.II.C. (Latest Edition and Addenda)

10.2 The Level of Testing shall be Schedule J as per SFA-5.01 Filler metal procurement guidelines of ASME Sec.II.C. (Latest Edition and Addenda)

10.3 The Testing Authority shall certify that supplies made against the batch conform to the requirements of the Latest Edition & Addenda (Applicable on the date of issue of Purchase Order) of ASME Sec.II.C.SFA-5.16 ERTi-2.

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## **ANNEXURE – IV - COMMERCIAL DETAILS**

### **VENDOR DETAILS**

<b>SL NO</b>	<b>DESCRIPTION</b>	<b>To be filled by bidder</b>
<b>1</b>	VENDOR NAME	
<b>2</b>	QUOTATION REFERENCE	
<b>3</b>	QUOTATION DATE	
<b>4</b>	MILL ADDRESS	
<b>5</b>	BANK DETAILS (NAME, ADDRESS, SWIFT CODE, A/C NO.)	
<b>6</b>	TELE, MOBILE NO	
<b>7</b>	CONTACT PERSON	
<b>8</b>	EMAIL ID	
<b>9</b>	ORDER TO BE PLACED ON	
<b>10</b>	ORIGIN OF DISPATCH	
<b>11</b>	GSTIN NO	

Vendor Seal /Sign

**COMMERCIAL TERMS**

SL NO	DESCRIPTION	Option	To be filled by bidder
1	QUOTATION VALIDITY (120 DAYS) AS PER ANNEX-II	ACCEPTED / NOT ACCEPTED	
2	DELIVERY TERMS AS PER ANNEXURE-II	ACCEPTED / NOT ACCEPTED	
3	COUNTRY OF ORIGIN	ACCEPTED / NOT ACCEPTED	
4	MODE OF DISPATCH	ROAD / SEA / AIR	
5	PAYMENT TERMS AS PER ANNEXURE-II	ACCEPTED / NOT ACCEPTED	
6	DELIVERY SCHEDULE Sl no. 1 – 100 kg within 30 days 120 kg within 90 days Sl no. 2 – 30 kg within 30 days	ACCEPTED / NOT ACCEPTED	
7	CGST SUPPLY IN %	MENTION THE %	_____ %
8	SGST SUPPLY IN %	MENTION THE %	_____ %
9	IGST SUPPLY IN %	MENTION THE %	_____ %
10	HSN CODE for all the items (quote - mandatory)	MENTION THE HSN Code	HSN : _____
11	MSE CATEGORY	MSE / Non MSE	
12	MSE SUB-CATEGORY	MICRO/SMALL / NOT APPLICABLE	
13	LIQUIDATED DAMAGE CLAUSE AS PER ANNEXURE-II	ACCEPTED / NOT ACCEPTED	
14	RISK PURCHASE CLAUSE AS PER CLAUSE NO:20 OF ANNEXURE-II	ACCEPTED / NOT ACCEPTED	
15	I HAVE THOROUGHLY GONE THROUGH ALL THE TENDER CONDITIONS AND ALL THE DOCUMENTS AND UNDERSTOOD THE ABOVE TECHNO-COMMERCIAL REQUIREMENTS AND QUOTED ACCORDINGLY	ACCEPTED UNCONDITIONALLY / ACCEPTED WITH DEVIATION	

Vendor Seal /Sign

# Annexure-V

## BHARAT HEAVY ELECTRICALS LIMITED

(A GOVT.OF INDIA UNDERTAKING)

### HIGH PRESSURE BOILER PLANT

TIRUCHIRAPPALLI-620 014

Eng No:

Date:

#### TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BIDS)

**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).***

SL NO	Description	Vendor's Acceptance
1.	<b><u>SCOPE OF SUPPLY:</u></b> i) Supply shall be made strictly as per the Technical specifications/WCPI mentioned in the Enquiry ii) All documents and certificates as per specifications shall be submitted during order execution. iii) Deviation, if any, shall be clearly mentioned in your offer. iv) Supply of extra quantity is not permissible.	
2.	<b><u>Item details, Quantity &amp; Technical Specifications:</u></b> As per Annexure-II of Enquiry. Note: Annexure I, II & III is to be duly filled, signed and to be submitted by the bidder.	
3.	Annexure-IV (Vendor details and Commercial terms) of tender enquiry is to be duly filled, signed and to be submitted by the bidder.	
4.	<b><u>Pre-Qualification requirements (PQR):</u></b> As per Enquiry attachment "Annexure-II". Note: Enquiry attachment "Annexure-II" is to be duly filled, signed and to be submitted by the bidder in the Part 1 bid.	
5.	<b><u>Delivery Period:</u></b> As per Annexure I	
6.	<b><u>Liquidated Damages / Penalty: -</u></b> a) Time is the essence of the contract. b) The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. c) In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions.  d) <b>Liquidated damages shall be 0.5% of the undelivered order value per week or part thereof subject to a maximum of 10 % of the total order value. (PV)</b>  NOTE: 1. 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). 2. For Indigenous: FOR order - LD will be reckoned from the date of LR/RR/BL / e-way bill/ Invoice whichever is later. If the goods are delivered through trans-shipment, the delivery documents of the 1st shipment from the factory works, will be considered for calculation of LD.	
7.	<b><u>Payment Terms for Indigenous Bidders:</u></b>  <ul style="list-style-type: none"><li><b>For Micro &amp; Small Enterprises (MSEs):</b> 100% direct EFT payment within 45 days from the date of receipt and acceptance of materials at BHEL STORES. The supplier should be a manufacturer of the offered item and should upload Udyam Registration Certificate in proof of MSE.</li><li><b>For Medium Enterprises:</b> 100% direct EFT payment within 60 days from the date of receipt and acceptance of materials at BHEL STORES. The supplier should be a manufacturer of the offered item and should upload Udyam Registration Certificate in proof of Medium Enterprises.</li></ul>	

	<ul style="list-style-type: none"> <li>• <b>For Non MSME Suppliers:</b> 100% direct EFT payment within 90 days from the date of receipt and acceptance of materials at BHEL STORES.</li> </ul> <p><b><u>New Suppliers:</u></b> For new suppliers not registered with BHEL Trichy for the product, payment shall be made <b>within 90 days</b> after receipt and acceptance of materials.</p>	
8.	<p><b><u>Risk Purchase Clause:</u></b></p> <p>a) In the event of any successful Tenderer's failure to fulfil any of the tender/ Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere ,at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.</p> <p>b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</p> <p>c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <ol style="list-style-type: none"> <li>from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.</li> <li>from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit</li> <li>In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</li> </ol> <p>d) GST will be applicable to the amount recoverable under risk purchase.</p>	
9.	<p><b>Validity</b> of quoted rates should be maintained minimum for 90 days from the date of Tender opening (Technical Bid). The quoted/Finalized rates shall be Firm till completion of the supplies.</p>	
10.	<p><b><u>Offer Submission (Indigenous &amp; Import suppliers)</u></b></p> <p>a) This Tender is hosted in EPS portal &amp; offer to be submitted through EPS portal only.</p> <p>b) You are requested to submit your 2 parts offer before due date &amp; time given in RFQ through NIC (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) only.</p> <p>c) The tender will be operated on <b>Two part bids basis</b> i.e. <b>Part I -Techno-Commercial Bid &amp; Part II- Price Bid NIC PORTAL (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) ONLY.</b></p> <p>d) <b>Part-I Techno-Commercial Bid</b> : It contains Technical details, specifications, commercial terms and conditions Taxes, delivery terms, delivery schedule, validity of offer, payment terms (except price details), acceptance for LD clause, RP clause etc. as per ANNEXURE-II.</p> <p>e) <b>Part-II Price Bid</b> : It contains the input form for quoting price for all the enquired items in NIC (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>).</p> <p>f) Tender should not be addressed to any individual's name / designation.</p> <p>g) Attached documents/tenders should be free from CORRECTION AND ERASURES. Any correction in any attached document should have been attested.</p> <p>h) Please submit point wise compliance to our specifications, terms and conditions. Otherwise it will be presumed that you are accepting BHEL's terms and conditions. Please ensure that all terms &amp; conditions are filled. Commercial terms agreed in Part-1 Techno commercial Bid and in subsequent clarifications (if any) is final, anywhere else mentioned will not be considered.</p> <p>i) Offer(s) received after due date and time as mentioned in EPS portal will not be considered under any circumstances. If the due date of tender opening happens to be a holiday, those tenders will be opened on future working day for which corrigendum will be issued.</p> <p>j) <b>Documents submitted with the offer shall be signed and stamped in each page</b> by authorized representative of the bidder.</p> <p>k) The bidder shall submit his response through bid submission to the tender on EPS website at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>. The bidder would be required to register on the EPS website at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> and submit their bids online. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.</p> <p>l) Normally offer to be submitted within due date only. Any tender due extension request to be given on or before 48hrs of due date &amp; time.</p>	
11.	<p><b><u>Offer Submission (Indigenous)</u></b></p> <ol style="list-style-type: none"> <li>1. Submit your FIRM competitive offer for <b>rate per unit</b> of material required with best possible delivery on <b>WARD 10 FOR BHEL Stores-Trichy</b> basis ONLY. The quoted prices shall be inclusive of all charges (like testing charges, Freight, etc.).</li> <li>2. Quoted price should be exclusive of GST. Applicable GST percentage (additional to the quoted price) to be indicated in Part 1 techno-commercial bid.</li> </ol>	

	<p>3. All the items should be supplied at our STORES, at your own cost. Offers with any other delivery conditions is not acceptable.</p> <p><b>IMPORTANT NOTE:</b> Delivery condition like <b>Ex-works / Ex-go down / Transportation of materials through transport carriers from your works up to the transport carrier's</b> office and taking delivery of goods by BHEL from such office of transport carriers is <b>not acceptable</b> to us.</p>	
	4. Price Variation Clause (PVC) is not acceptable and offer shall be rejected.	
	5. While quoting price, it shall be ensured that all terms & conditions as per GST act is followed.	
	6. TAXES AND DUTIES: GST IN no, HSN CODE, GST rate for each items are to be quoted	
	7. Transit insurance should be in the scope of supplier only.	
	<p>8. The offers of Indigenous suppliers will be evaluated on total landed cost to BHEL, Trichy as detailed below:</p> <p>9. <b>Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for LD (C) – Applicable input tax credit (D)</b></p> <p>A. Indigenous vendor's quoted rate on Free on Road (FOR), Trichy in INR.  B. GST and any other taxes as applicable.  C. Loading for non-acceptance of Liquidated Damages (LD)  D. Input tax credit for GST (SGST, CGST/IGST)</p>	
<b>12.</b>	<p><b>Acceptance of materials supplied:</b></p> <p>a) The supply shall strictly as per the specifications in the tender /purchase order.  b) Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.  c) Acceptance of the materials supplied will be based on the inspection and certification documents by the supplier as stipulated in the Purchase order. However, BHEL reserves the right to test the material supplied, if required, at BHEL Lab or any other approved/accredited lab and the result will be binding on the supplier.  d) The 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.  e) In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost.</p>	
<b>13.</b>	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 decision in such situations shall be final and binding.	
<b>14.</b>	BHEL will consider the ranking after the loading is applied as referred above wherever deviations observed in LD clause & payment term.	
<b>15.</b>	BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / Units	
<b>16.</b>	If <b>Guarantee / Warranty</b> period is applicable as per tender specification, No deviation is permitted and deviated offers are liable for rejection	
<b>17.</b>	Supplier has to ensure quoting of price very carefully in EPS PORTAL to avoid any discrepancies	
<b>18.</b>	On the due date of tender opening, the <b>technical bids will be opened</b> . Bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points	
<b>19.</b>	After tender opening Technical scrutinisation of the offers will be done.	
<b>20.</b>	Bidders has to meet our technical specification and PQC is essential for consideration of their offer.	
<b>21.</b>	Tender evaluation will be carried out on the basis of Technical Specifications and Commercial Terms and Conditions specified in the tender documents and changes thereof (if any) will be communicated to all bidders	
<b>22.</b>	For verification of data submitted towards evaluation of bidder's capability, BHEL may decide to visit the bidder(s) works. Any fact found deviating from submitted data shall make the bidder liable to be disqualified.	

23.	The correspondence between the bidder and BHEL through email is considered as valid document Legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties. If any discrepancies found in the Techno-commercial bid and price bid, the final terms will be finalised after clarification sought through mail/EPSP portal by BHEL will be considered.	
24.	BHEL reserves the right to negotiate or re-float the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons. (Wherever if applicable).	
25.	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted by purchaser in written will not be applicable to the contract	
26.	<b>PACKING AND MARKING:</b> The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. (Wherever if applicable). Also, Supplier to comply for packing & marking as per Technical specification.	
27.	Erection / commissioning charges , if applicable as per tender condition will be clearly mentioned in the offer or else confirmation that Erection / commissioning shall be done at free of cost is available in the offer	
28.	Any warranty replacement during warranty period shall be supplied free of charge on <b>FOR BHEL, TRICHY</b> basis	
29.	The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost	
30.	<b>FRAUD PREVENTION POLICY:</b> 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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.	
31.	<b>Suspension of Business Dealings with Suppliers/Contractors:</b> The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a> .	
32.	<b>Integrity commitment, performance of the contract and punitive action thereof:</b>  <b>Commitment by BHEL:</b> 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. <b>Commitment by Bidder/ Supplier/ Contractor</b> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.</li> </ul> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in any act, including but not limited to, 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 tampers the tendering process 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 or does anything which is actionable under the Guidelines for suspension of business dealing, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www. bhel.com</a> and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>	
33.	<b>Cartel Formation:</b> 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.	
34.	<b>Documents required for Indigenous suppliers on dispatch of material.</b>  The following documents are to be sent along with consignment to store: One Duplicate for Transporter copy of tax invoice + one extra copy of tax invoice + Delivery challan + LR COPY+E-Way bill + MTC/TC/Compliance certificate (as applicable) + Guarantee/Warranty certificate (if applicable) + any other document indicated in PO.  The following documents are to be sent to MM/Purchase, BHEL, Trichy for bill processing : Seller Tax invoices (Original for Recipient + Duplicate for Transporter) either in Original hard copies or Digitally Signed Soft copies along with copy of LR /courier Receipt/ Speed Post Receipt/ E-Way bill.	

35.	<p><b>Intellectual Property Rights:</b> 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 &amp; 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.</p>	
36.	<p><b>Resolution of Disputes:</b> The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</li> <li>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</li> </ol> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Enquiry Conditions.</p> <p>The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions.</p> <p>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 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 other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .</p> <p>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 provision of Arbitration &amp; Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>The seat of arbitration shall be Trichy, Tamil Nadu, India. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation 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.</p> <p><b><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></b> In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts <i>inter se</i> and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>	
37.	<p><b><u>IN THE EVENT OF FORCE MAJEURE:</u></b></p> <ol style="list-style-type: none"> <li>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</li> </ol>	

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	
<b>38.</b>	<p><b><u>Set-off Clause:</u></b>  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.</p>	
<b>39.</b>	<p><b><u>Caution:</u></b></p> <p>a) 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.</p> <p>b) 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 / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.</p>	
<b>40.</b>	<p><b><u>General condition:</u></b></p> <p>a) 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.</p> <p>b) In addition to TCs in relevant IBR forms ( if applicable) corresponding mill TCs should also be provided. Two sets of original and one copy of all TCs are to be provided to BHEL, Trichy. Acceptance of Test Certificates by BHEL before dispatch is must.</p> <p>c) No revision of prices will be entertained after the tenders are opened.</p> <p>d) 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 / purchase order at any stage of execution.</p> <p>e) L1 will be arrived based on Landed cost to BHEL- Trichy.</p> <p>f) No payment will be made for the excess quantity</p> <p>g) 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</p> <p>h) All documents submitted with the offer shall be signed and stamped in each page by Bidder/authorized representative of the bidder.</p> <p>i) Offer should be submitted only as per Unit of Measurement (UOM) specified in enquiry.</p> <p>j) BHEL has the right to test the materials at BHEL works, if required. If supplied materials are found not acceptable, then BHEL will inform to re-supply the materials as per tender specification mentioned in Purchase Order. If any subsequent failure of not meeting the tender specification, RISK PURCHASE is applicable for the full P.O quantity. Further action will be followed as per SBD (Suspension of business dealings) with Suppliers/Contractors which is available in <a href="http://www.bhel.com">www.bhel.com</a> Main Menu.</p>	
<b>41.</b>	<p>The quality of the supplies should strictly conform to Technical specifications applicable for the item. The offer should specifically confirm this.</p>	
<b>42.</b>	<p>If any quality problem is pointed out by BHEL w.r.t. supplied material, the same shall be settled and corrected immediately with the BHEL, by the supplier. If the material cannot be accepted by BHEL, supplier has to replace the material with no extra cost. Collection of rejected material will be sole responsibility of the supplier. If there is any failure by the supplier to settle such quality problems, the matter will be considered very seriously and appropriate penal action may be initiated against the respective supplier</p>	

43.	Bidders have to confirm that, whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.	
44.	For indigenous suppliers: Unloading at BHEL Unit / Site has to be done by the <b>SUPPLIERS</b> only. BHEL will not be in a position to provide any handling / unloading facilities	
45.	Minimum Ordering quantity (MOQ) is not applicable for this enquiry. Supplier shall quote for the quantity as per the enquiry.	
46.	<p>For indigenous supplier: In case of receipt of order vendor will need to send consignment/material as indicated in PO. In case of dispatch by courier/ Lorry kindly put/paste the Delivery challan (extra copy) on the top of packed consignment box &amp; another copy of DC inside the box.</p> <p>Consignment should be forwarded to the PO <b>consignee address only</b> along with extra/Xerox copy of invoice (wherever applicable). It should be supported with Delivery challan copy.</p> <p><b>(Kindly do not forward any consignment to purchase dept. or do not address the consignment to the name of any official)</b></p>	
47.	Vendor's confirmation for any terms & conditions should be uniform throughout the offer. In case any discrepancies is found in the quoted terms & conditions & Vendor's own format of quotation BHEL reserves the right to consider terms mentioned in Annexure-II.	
48.	Vendor may View Bill Status in <a href="http://www.bheltry.co.in">www.bheltry.co.in</a> -> materials management systems - > login id - Vendor Code and Password .	
49.	<p><u>For the New vendors-</u> In case of ordering bills against the PO shall be processed only on receipt of the following:</p> <ol style="list-style-type: none"> <li>Send the hard copy of EFT Format (will be informed at the time of PO) duly filled-in in a Single Page with all the certification formalities by you &amp; your bankers</li> <li>One Cancelled cheque of your account (from the concerned bank) must be sent.</li> <li>The Vendor's code as per PO &amp; address must be as per billing address mentioned in PO.</li> </ol>	
50.	<p><b><u>Authorization for participation in EPS portal through DSC: E-Tender.</u></b></p> <p><b><u>Participation requirements:</u></b></p> <p>Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT-SIGNING &amp; ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>). 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.</p> <p><b><u>For foreign Principal</u></b></p> <p>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. Details of the applicable procedure is available in the webpage <a href="http://www.cca.gov.in/cca/">http://www.cca.gov.in/cca/</a>.</p> <p><b><u>For Indian agent</u></b></p> <p>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.</p>	
51.	<p><b><u>GST compliance for Indigenous suppliers:</u></b></p> <p><b><u>Indigenous suppliers:</u></b></p> <ol style="list-style-type: none"> <li>Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.</li> </ol>	

b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. **Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.**

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

d) Invoices will be processed only upon completion of statutory requirement and further subject to following:

- i. Vendor declaring such invoice in **their GSTR-1 Return/ IFF**
- ii. Receipt of Goods or Services and Tax invoice by BHEL

e) As the continuous uploading of tax invoices in GSTN portal (in **GSTR-1/ IFF**) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's **GSTR-2A/ GSTR-2B**).

f) In case of discrepancy in the data uploaded by the 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.

h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

**52. Imports and Input Tax Credit (ITC):**

In GST regime, input tax credit of the integrated tax (IGST) and GST Compensation Cess shall be available to the importer and later to the recipients in the supply chain, however the credit of basic customs duty (BCD) would not be available. In order to avail ITC of IGST and GST Compensation Cess, an importer has to mandatorily declare GST Registration number (GSTIN) in the Bill of Entry. Provisional IDs issued by GSTN can be declared during the transition period. However, importers are advised to complete their registration process for GSTIN as ITC of IGST would be available based on GSTIN declared in the Bill of Entry. Input tax credit shall be availed by a registered person only if all the applicable particulars as prescribed in the Invoice Rules are contained in the said document, and the relevant information, as contained in the said document, is furnished in FORM GSTR-2 by such person. Customs EDI system would be interconnected with GSTN for validation of ITC. Further, Bill of Entry data in non-EDI locations would be digitized and used for validation of input tax credit provided by GSTN.

Customs EDI system would be interconnected with GSTN for validation of ITC. Further, Bill of Entry data in non-EDI locations would be digitized and used for validation of input tax credit provided by GSTN.

	<b>Note: In cases where imported goods are liable to Anti-Dumping Duty or Safeguard Duty, calculation of Anti-Dumping Duty or Safeguard duty would be as per the respective notification issued for levy of such duty. It is also clarified that value for calculation of IGST as well as Compensation Cess shall also include Anti-Dumping Duty amount and Safeguard duty amount.</b>	
<b>53.</b>	Wherever Service is associated in the tender scope (For cases Service PO is released – Supplier has to pay GST for all charges including transportation, boarding etc.)	
<b>54.</b>	BHEL reserve the right for asking sample / drawing approval / Pre-Dispatch Inspection before bulk supply of the materials (If required)	
<b>55.</b>	<p><b>For Indigenous suppliers:</b> Pay procedure will be initiated after acceptance of full lot of material &amp; final submission of Bill in line with PO instructions &amp; conditions, GST regulations. Also Pay procedure will be initiated only if the GST return is filed against submitted invoice to BHEL.</p> <p><b><u>BILL PROCESSING METHOD</u></b> Supplier has to ensure the full quantity of material delivery within given PO delivery date to process the bill for payment. In case supplier fails to deliver full quantity within delivery date, bills received after PO delivery date will be processed after final despatch of the total pending supply. Further, bills will be clubbed and forwarded for payment processing as a single bunch.</p>	
<b>56.</b>	<p>For more details, please refer to Ref. NIT of BHEL's website <a href="http://www.bhel.com">http://www.bhel.com</a> (tender notification page) or NIC portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>).</p> <p>Important: All updates, amendments, corrigendum etc., if any will be posted only on the above website as and when required. There will be no publication of the same through any other media.</p>	
<b>57.</b>	For any clarification you can contact to <a href="mailto:kurinji@bhel.in">kurinji@bhel.in</a> , <a href="mailto:mpraja@bhel.in">mpraja@bhel.in</a> and Contact nos. 0431257-7597 / 0431257-4750	

**Bidder's Seal & Signature**