An ISO 9001 Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE STAINLESS STEEL SHEETS AND PLATES TO THE SPECIFICATION SA240 TY 300& 400 SERIES	Phone: +91 431 2574247/ 4203 Fax : +91 431 252 0719 Email : **kjoe@bhel.in**

Reference Number Enquiry 1001800005	Enquiry Date: 27/04/2017	Due date for submission of quotation 19/05/2017
You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order		

Tenders are invited by the MM / Steel for 2981.020 MT of Stainless Steel Sheets and Plates to the Specification SA240 Ty 300 & 400 Series

BHEL commercial terms & conditions and all annexures can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units) Bharat Heavy Electricals Limited) or from https://bhel.abcprocure.com against RFQ/Enquiry reference "1001800005 "	
	Yours faithfully, For **Bharat Heavy Electricals Limited** DGM/ MM / Steel Ph: 0431- 2574247/ 4203, Fax: 0431- 2520719 Email: kjoe@bheltry.co.in

CHECK LIST FOR SPOT VISIT-STEEL

DOC NO.:CL:MM:22/Rev. 00				Date : 30.05.2016
VENDOR NAME & ADDRESS:-				
SL NO	**Parameter for Evaluation**	**As given by firm**	**Actual observed in Audit**	**Remarks**
01	**Raw Material Source**			
	Integral			
	Other Sources			
	Material and Certificate Co-relations			
02	Incoming Material Inspection System - Procedure Exists			
03	Material Issue Inspection System - Procedure Exists			
04	**Rolling mill capacity**			
	Length			
	Minimum			
	Maximum			
	Thickness			
	Minimum			
	Maximum			
	Width			
	Minimum			
	Maximum			
05	Hot finishing and cold finishing facility			
06	Descaling facility during process.			
07	Straightening facility after finishing.			
08	Inprocess Inspection System - Procedure Exists			
09	Valid Calibration Certificates for Instruments/Gauges/Tools exist			
10	**Identification and Traceability System exists**			
	At Receipt Stage			
	Issue Stage			
	In-Process Stage			
	Final Stage			
	Shippiing Stage			
11	Rejected Material Control exists			
12	**Furnace with calibration checks**			
	Calibrated Heating Furnace Calibration exists			
	Calibrated Normalising/ Tempering Furnace exists			
	Maintenance of Furnace Operation Records			
	Identification and Traceability System exists			
13	**Non-Destructive Test Facilities (Inhouse or outsourced)**			
	UT facility (online or Manual)			
	NDE Personnel Qualification			

CHECK LIST FOR SPOT VISIT-STEEL				
DOC NO.:CL:MM:22/Rev. 00				Date : 30.05.2016
VENDOR NAME & ADDRESS:-				
SL NO	**Parameter for Evaluation**	**As given by firm**	**Actual observed in Audit**	**Remarks**
14	Mechanical Testing facility in-house/out sourced			
15	Chemical Testing facility in-house/ out sourced			
16	Calibrated PMI Test Equiment exists			
17	**Final Stage verification**			
	Facility for descaling available			
	Facility for paint stenciling			
	Facility for hard stamping			
	Facility for colour coding			
18	Product Certification			
	Availability of System for certification of material			
	Availability of System for correlation of material with certificates			
20	IBR validity exists for IBR materials			
Auditor-1 :			**Auditor-2 :**	
	Prepared by:			Approved By
Important Notes :				
01	**Part-A requirement is a must for qualifying the vendor. Hence, filling up all evaluation parameters is a must and shall be available at the time of spot visit**			
02	**Part-B requirement is also a must for assessing and approving the capacity only. Hence, filling up all evaluation parameters is a must and shall be available at the time of spot visit**			

BHEL-TRICHY

MM/RM/PURCHASE/STEEL

REF: MM:PUR:PLATES **DT : 16.03.18**

Pre-Qualification requirements (PQR) for the procurement of Stainless Steel Sheets and Plates as per Specification SA240 TP304, TP304L, TP309S, TP310S, TP316L, TP409, TP410 & TP430 through Open Tender - Non IBR Quality

A) **Organizational Capability:**

1. Manufacturers having Plate rolling mill are only eligible to participate. Offer from traders, fabricators, re-rollers and stockists are not acceptable and will not be considered for evaluation. Vendor to indicate the nature of the Firm. Product catalogue shall be submitted.

2. Suppliers without basic manufacturing facilities in-house, shall not be considered for evaluation. In house facilities for Heat treatment is mandatory requirements for consideration of the offer. Details of the mill with list of manufacturing facilities and List of testing equipments & Instruments with Calibration details to be submitted.

3. If the supplier is not having steel making facility then source of raw material for the manufacturing shall be indicated. If the supplier is dependent on more than one source for steel making, all the sources should be indicated; and the supplies should be restricted to the indicated list of raw material suppliers. For the submitted raw material sources, the supplier shall confirm that the raw material test certificate/s will be furnished along with product test certificate/s.

4. Chemical and Mechanical testing shall be done in house or at Labs certified as per ISO 17025 or Government approved labs.

5. Suppliers shall submit a valid ISO 9001 certificate or Quality management system certificate or Written down procedure.

6. Suppliers shall submit filled in Spot Visit Check list.

7. BHEL reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection.

8. BHEL reserves the right to inspect the first lot of materials at vendor's works for giving clearance before bulk production.

B) **Technical Competence:**

1. Confirmation to the tendered specifications is mandatory for consideration of offer.

2. Suppliers shall submit the list of facilities available at the mill (Raw material to finished product) to meet the tendered specification requirements along with technical bid.

3. Suppliers shall submit the experienced manpower details specific to Manufacturing and Quality requirements.

16/03/18

C. PANNEER SELVAM
Dy. General Manager
Quality Assurance
BHEL, TRICHY - 620 014

16/03/18

C. PARAMASIVAN
Senior Manager
MM / RM / Steel (Planning)
BHEL, TRICHY - 620 014

Pre-Qualification requirements (PQR) for the procurement of Stainless Steel Sheets and Plates as per Specification SA240 TP304, TP304L, TP309S, TP310S, TP316L, TP409, TP410 & TP430 through Open Tender - Non IBR Quality

C) **Past Experience / Performance:**

1. Suppliers shall indicate their annual installed capacity for the tendered specifications & it shall be more than the tendered quantity.
2. Suppliers shall have supplied Plates to the tendered specifications. Details of supplies made in recent past detailing the quantity, Specification, size & customer details, year wise along with the unpriced PO copies, proof of supply (such as invoice / bill of lading copies and test certificates) for covering minimum and maximum sizes of the tendered specifications shall be submitted.

D) Financial Soundness:

1. Indigenous suppliers shall submit Audited copies of annual reports/complete set of annual accounts for the last four years (or from date of incorporation whichever is less).
2. Import suppliers shall submit latest D&B report / credit reform report.

Necessary supporting documents shall be submitted for meeting each of the above Pre-Qualification Criteria for evaluation of the offers.

BHEL reserves the right to consider/Not-consider the offers based on the evaluation of documents submitted for the above Pre-Qualification Criteria. BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.

16/03/18
G. PANNEER SELVAM
Dy. General Manager
Quality Assurance
BHEL, TRICHY - 620 014.

16/03/18
C. PARAMASIVAN
Senior Manager
MM / RM / Steel (Planning)
BHEL, TRICHY - 620 014

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, ____________________, on behalf of the __________________ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.

- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at ________________, this ____ day of _____, 20__.

Name

Company

Signature

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for ____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) 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.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For & On behalf of the Principal	For & On behalf of the Bidder/ Contractor
(Office Seal)	(Office Seal)

Place----------------------

Date----------------------

Witness: ____________________	Witness: ______________________
(Name & Address) ____________	(Name & Address)_______________
____________________________	______________________________

Item details for Enq no: 1001800005 dt 24/04/2018

Sr No	Items	Qty (MT)	Delivery
1	Sheet 1.6X1250X3250 mm – SA240 Ty304	44.000	May -18
2	Sheet 2.5X1250X3250 mm – SA240 Ty304	1064.000	May & July -18
3	Sheet 3.15X1250X3250 mm – SA240 Ty304	342.000	May & July -18
4	Sheet 4X1250X3250 mm – SA240 Ty304	38.128	May -18
5	Plate 6X1250X3250 mm – SA240 Ty304	129.980	May & July -18
6	Plate 10X1250X3250 mm – SA240 Ty304	88.258	May -18
7	Plate 20X1250X3250 mm – SA240 Ty304	24.392	May -18
8	Plate 6X1250X3250 mm – SA240 Ty309S	195.067	May & July -18
9	Plate 10X1250X3250 mm – SA240 Ty309S	294.942	May & July -18
10	Sheet 2.5X1250X3250 mm – SA240 Ty310S	37.000	May -18
11	Sheet 3.15X1250X3250 mm – SA240 Ty310S	15.000	May -18
12	Plate 5X1250X3250 mm – SA240 Ty310S	80.074	May -18
13	Plate 6X1250X3250 mm – SA240 Ty316L	60.060	May -18
14	Plate 12X1500X4200 mm – SA240 Ty410	263.119	May & July -18
15	Sheet 3X900X3400 mm – SA240 Ty430	185.000	May -18
16	Sheet 3X900X3400 mm – SA240 Ty430	120.000	July -18
	TOTAL	**2981.020**	

Note:

1. Material shall be supplied as per the specification with **trimmed edge** and in **pickled** & **passivated condition** to the dimensions as specified in the enquiry.
2. Refer Quality Control Order issued by Steel Ministry (Govt. of India) for Stainless Steel Sheets & Plates. All items in the tender are covered in the said QC order, hence all items shall be certified and marked in dual spec (ASME Specification & grade / IS Specification & grade), **Offer on ASME specification alone is not acceptable and offer will be rejected**.

BHEL recently received guidelines from Govt. Of India and Central Vigilance Commission and we have been asked to comply with the guidelines with regard to dealings with Indian Agent/Foreign Agent of Foreign Suppliers.

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1. <u>Mandatory submission of an Agency Agreement</u>

1.1 It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.

1.2 The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.

1.3 In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

1.4 Agents will file an authenticated Photostat copy duly attested by a Notary Public / Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent.

1.5 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the Foreign Principal.

2. <u>Disclosure of particulars of agents / representatives in India</u>

2.1 Tenderers of <u>Foreign nationality</u> shall furnish the following details:

2.1.1 The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the agents / representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.

2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.

2.1.3 Confirmation of the Tenderer that the commission / remuneration, if any, payable to his agents / representatives in India, paid in Indian Rupees only.

2.2 Tenderers of <u>Indian Nationality</u> shall furnish the following details:

2.2.1 The Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

2.2.2 The amount of commission / remuneration included in the price(s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission / remuneration, if any, reserved for the Tenderer in the quoted price(s), paid in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 Failure to furnish correct and detailed information as called for in paragraph 2.1 & 2.2 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

Please furnish the above information immediately

BHARAT HEAVY ELECTRICALS LIMITED – TRICHY
PURCHASE / MM / STEEL

Ref: FB100/MM/STEEL/STSSP/1001800005 Date: 24/04/2018

ANNEXURE-A

ENQUIRY CONDITIONS FOR SUPPLY OF STAINLESS PLATES & SHEETS TO VARIOUS SPECIFICATION

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	BHEL Requirements	Supplier Comments (Acceptance or otherwise for each point to be given)
1.	Material specification: Stainless Steel Plates & Sheets to Spec SA240 Ty 300 & 400 series	
	a. Material shall be supplied as per the specification mentioned for each item.	a)
	b. Material shall be supplied in trimmed edge condition only.	b)
	c. All Material shall be supplied in pickled and passivated condition only.	c)
	d. Refer Quality Control Order issued by Steel Ministry (Govt. of India) for Stainless Steel Sheets & Plates. All items in the tender are covered in the said QC order, hence all items shall be certified and marked in dual spec (ASME Specification & grade / IS Specification & grade), pls confirm acceptance to the same. **Offer on ASME specification alone is not acceptable and offer will be rejected.**	d)
	e. Supply of material shall be in Plate/Sheets only. Supply in Coil form is not acceptable and offer will be rejected.	e)
	f. **Radio activity Check:** 1) Plates and sheets shall be free from radioactivity and the measured values near 5cm from the surface of the material shall be reported in Mill TC.	1.
	2) Acceptance limits: Shall be less than 0.1 milli Rontgen (MR) per hour or 1 micro Sievert per hour. Measured Radioactivity levels shall be reported in the Mill Test Certificate. Pls confirm.	2.
2.	Material Description	
	a) Size & Qty: As mentioned for each item in the enquiry.	a)
	b) Quantity tolerance: - 0 /+ 10 % for individual item.	b)
	c) Pls specify the supply condition of material whether in hot rolled / cold rolled for each item/s where the thickness is less than 5 mm.	c)
	d) Evaluation of offer is on individual item basis, hence part item ordering to be confirmed. Pls ref to below note also.	d)
	e) No. of pieces shall be indicated in invoice/TC.	e)
	f) Invoicing shall be on Theoretical weight basis with Density factor as mentioned below for each grade, 1) SA240TY310S – 7.9 Kg/dm3 2) SA240TY304 – 7.9 Kg/dm3 3) SA240TY316L – 8.0 Kg/dm3 4) SA240TY309S – 7.9 Kg/dm3 5) SA240TY410 - 7.7 Kg/dm3 6) SA240TY430 – 7.7 Kg/dm3 In case the supplier quotes on Actual weight basis, then suitable loading on their quoted price will be applicable to the maximum allowed tolerance on thickness (Positive side) as indicated in the standard SA480. (Theoretical Weight + % age of maximum allowed tolerance limit on thickness). However for invoicing on actual weight basis, BHEL weighment is final. Incase BHEL weighment exceeds to the invoice weight, and then it will be restricted to invoice weight only.	
	Note: BHEL reserves the right to change the evaluation criteria on package basis either in part or full (i.e., combining few or all items), at its discretion after part I opening. Such changes will be communicated only to techno commercially suitable offers/bidders. Suppliers may take cognizance of the same and quote accordingly.	

3.	**Inspection & Certification**	
	Two set of original test certificates shall be provided and shall incorporate, standard to which the material comply E.g. (SA240 TY304), Melt no, BHEL order No, Supplier name, Logo, Identification no, TC No, Size Chemical analysis and mechanical testing and bear with signature of competent authority.	a)
	a. The following details are to be stenciled on each sheets/plates without fail. 1. SIZE OF THE PLATE (Ex: PL 1.0 X 1250 X 3250 MM) 2. MATERIAL SPECIFICATION (Ex: SA240 TP310S) 3. MELT NUMBER 4. COIL NUMBER 5. QUANTITY (in Nos / Weight in MT) 6. Name (or) Mark of Manufacturer to be marked legibly	b)
4.	**Offer Submission:**	
	4.1 Indigenous: 1. Submit your FIRM competitive offer rate per MT (basic price & freight) with best possible delivery on **FOR BHEL-Trichy basis ONLY**. The quoted prices shall be inclusive of all charges (like testing charges, Freight, etc.).	
	2. Price Variation Clause (PVC) is not acceptable and offer shall be rejected.	
	3. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. Indicate the GST registration number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.	
	4. Supplier shall mention 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.	
	5. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
	6. 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 (if asked) shall be submitted as per the requirement of BHEL.	
	7. 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.	
	8. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by BHEL.	
	9. The offer will be evaluated on total landed cost to BHEL, Trichy as below, Total landed cost = FOR Trichy + applicable taxes + commercial loading as applicable - applicable tax credits	
	Note: a. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills. b. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.	

4.2 Imports:

1. Suppliers to quote their rates on CFR-Chennai basis only. The quote should be inclusive of all charges, including testing packing, inspection etc. Ocean freight (LILO basis) for CFR, Chennai shall also be quoted separately. BHEL will finalize order on either FOB or CFR basis keeping its commercial interest.

Note: Offer on CFR (without freight breakup) or FOB only is not acceptable, both FOB & ocean freight to be quoted separately

2. Shipment shall be through container and depending on the earliest vessel available supplier may ship through either container or Break bulk. Accordingly supplier shall quote the freight charges on LILO (LINER IN LINER OUT) basis with options for Container/ Break bulk to ensure the earliest possible shipment.
3. For shipment through container, acceptance to the following points are required.
   a. B/L should bear the endorsement that "14 free days for Container Detention is applicable".
   b. For CFR terms, moved through Containers (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.
4. Price Variation Clause (PVC) at the time of ordering is not applicable and offer shall be rejected.
5. Supplier shall mention the HSN code of the each item quoted by them in the offer. Specify the HSN code of each item offered. Please note that this HSN code to be mentioned in Invoice/ shipment documents for each item without fail.
6. The offer will be evaluated on **total landed cost** to BHEL-Trichy as below :
   Total landed cost = CFR Chennai + Customs duty as applicable (Including ADD) + 22% loading on Freight in case of deviation mentioned in point 3 (b) above + Import Incidentals (Port handling, Insurance & Local freight etc.,) + Commercial loading as applicable (for LD, Payment & Invoicing) - applicable tax credits.

Note:

1. For Import consignments Insurance will be arranged by BHEL, Trichy.
2. Exchange rate for converting such offers to INR will as SBI TT selling rate as on the date of Technical/Un-priced bid opening date in case of two part (technical + price bid) bid and price bid opening date in case of single part bid (only price bid). Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. In case the day of bid opening happens to be bank holiday in India, then exchange rate as on previous bank working day will be considered for evaluation.
3. Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty.
4. Indian Customs has imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. At present penalty is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). Hence the supplier shall submit the Non-Negotiable Documents (Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin, etc.) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.
5. In case of any penalty due to late filing of Bill Of entry for reasons attributable to suppliers (as listed below), the same will be recovered from the bills of supplier:
   i. Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival
   ii. Discrepancy in documents
   iii. Short landing of Consignments (For shipments on CFR– Chennai Port)
6. For all the shipments for the contracts (POs) finalized on CFR- Chennai Port basis,
   a. Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. To avoid any delay, BHEL prefers Single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.
   b. The detention/demurrage charges arises due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Supplier's bills.
   c. Apart from the Terminal Handling Charges, Container cleaning Charges & Delivery Order Charges at final port of discharge, any other charges will not be borne by BHEL.

	d. The liner/freight forwarders shall be informed by the Vendor not to claim any additional charges (like charges listed below) for issuing Delivery Order. In case if the liner/freight forwarder claims such charges, the same amount will be deducted from the Vendor bills with/without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden charges are listed below.	
	1. CIC - Container Imbalance Charges/Surcharges 2. CAF - Container/Currency Adjustment Factor 3. RDS - Rupee Depreciation Surcharge	4. EIC - Equipment Imbalance Charge/Surcharges 5. BAF - Bunker adjustment Factor 6. CDS - Currency Depreciation Surcharge
5.	**Payment terms:**	
	5.1 Indigenous	
	a) Payment term is 100% direct EFT payment after 45 days from the date of receipt and acceptance of materials.	a)
	b) For new suppliers not registered with BHEL, Trichy for this grade, Pls ref: Clause no:20	b)
	For Infn: Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders	
	c) Offers of indigenous Suppliers with payment terms as LC / Advance Payment/ BOE are liable for rejection.	c)
	5.2 Import	
	a) BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	a)
	b) For new suppliers not registered with BHEL, Trichy for this grade, Pls ref: Clause no:20	b)
	c) In the case of Usance LCs (45 days from the date of receipt of documents, specified in PO, at BHEL bank) the loading will be considered @ 1.5% on the offered Value.	c)
	d) For LC at sight the loading will be considered @ 3.5% on the offered Value.	d)
	e) If the LC payment is insisted, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection.	e)
	f) Specify the Quoted currency	f)
	g) Normally CAD at sight and Confirmed LC's are liable for rejection.	g)

For Infn:
Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.

Note: *LC will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly for opening of LC. LC validity period will be 90 days and for any extension applicable charges will be deducted from your bills. This is for your kind infn.*

6.	**Delivery Terms:**	
	The offer shall clearly indicate delivery period in **fixed number of weeks/Months** from the date of Purchase Order. Our delivery requirement is indicated for each item in EPS. Supplier shall take note of the same and specifically confirm the delivery schedule. **Our preferred/ required delivery schedule is 45 - 90 days from PO. Suppliers shall quote shortest possible delivery and shall avoid offering longer delivery period. Offer with longer delivery period of more than 6 months will be rejected, considering our project schedules/production requirement. Within the quoted delivery period suppliers may indicate delivery lot wise also.** Staggered delivery requirement indicated in the tender for few items, you may pls check the same and quote accordingly.	

7.	**LD Clause Confirm acceptance for**	
	1) For Plate 6 mm TY309S, Sheet 2.5 mm TY304, Sheet 3.15 mm Ty304, Plate 6 mm Ty 304, Plate 10 mm TY 309S, Sheet 3 mm TY 430 & Plate 12 mm TY 410 indicated with staggered delivery requirement, the Liquidated damages shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order..	
	2) For all other items in the tender(except items mentioned in Point no: 7.1 above), the Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value	
	NOTE: 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).	
	For Info:	
	Imports: CFR order- LD will be calculated based on the B/L date.	
	Indigenous: FOR order - LD will be reckoned from the date of LR/Invoice whichever is later.	
	However inordinate delay in delivering the materials will not suffice the case. Also informed that for staggered delivery and single lot delivery separate PO will be placed	
8.	**Anti-dumping duty**	
	1. With respect to Antidumping Duty (ADD), declaration by Import supplier's Mill/principal (only) is to be submitted for the applicability of ADD for each item with size detail. If ADD is applicable, Pls indicate the quantum of ADD.	1.
	2. Anti-dumping duty, if any declared by Import Mill/principal as per (a) above, will be loaded for arriving at landed cost.	2.
	3. In case any new ADD comes into effect at the time of execution of order, BHEL may short close the balance quantity with mutual consent	3.
9.	**Pre-qualifying requirement:**	
	In addition to the size & specification requirements, suppliers shall meet the Pre-qualification Requirements (***Pre-Qualification requirements (PQR) for the Procurement of Stainless steel sheets and plates as per specification SA240 TP304,TP304L, TP309S, TP310S, TP316L, TP409, TP410 & TP430 ref : REF:MM:PUR:PLATES dt 16.03.2018)*** for enclosed herewith. Pls submit all the required documents in line with the respective PQR. The offers of the suppliers who fail to do so will be liable for rejection.	
10.	**List of Documents to be submitted along with offer (only offer of manufactures will be considered)**	
	a. For Pre-qualifying requirements as per **Clause-9** of this annexure and submit the relevant documents as per the same. If incorrect or part of the required documents are provided then in that case will not be able to evaluate and qualify the offer. Hence Pls submit documents as mentioned in Pre-qualifying requirements.	a.
	b. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, along with registration documents else offer is liable for rejection. Agency agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same.	b.
	c. Along with the offer document the following documents shall be submitted in part-I bid without fail. This is apart from Pre-qualifying requirements as mentioned **in Clause-9** **i. Mandatory requirements (Supplier must submit the below mentioned documents or else offer will be liable for rejection):** 1. Copy of Valid BIS (Bureau of Indian standard) License for the quoted grades 2. Agency agreement (in case of Foreign or Indian agents). Requirements for agency agreement enclosed. 3. Recent D&B or Credit reform reports (In case of import vendor) of foreign agent or principal. 4. Incorporation certificate & IT returns of Indian Agent. 5. Tax certificates for Indigenous supplier. **ii. Additional details required (not mandatory and these shall be submitted additionally for establishing the credentials)** 1. Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc. 2. Customer appreciation letter for using the offered grade of material. 3. Product catalogue and other related documents.	c.

11.	**Condition For New Suppliers** (Not registered with BHEL, Trichy for the tendered grade)	
	a. If the supply (this item) is first time to BHEL/Trichy, then supplier have to supply minimum quantity on mutually agreed basis. After acceptance of material at our end after testing by BHEL, clearance for the balance quantity shall be given. Total delivery period (for entire order quantity) offered shall not exceed 6 months from PO date, else offer will be rejected.	a.
	b. For new suppliers not registered with BHEL, Trichy for this product, **payment shall be made 45 days after receipt and acceptance of materials after testing at BHEL, Trichy lab. Pls confirm your acceptance.**	b.
	c. In case of **foreign supplier**, quoting for LC payment, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 45 days from the date of receipt & acceptance of material after testing at our Lab. After acceptance of first lot, LC may be opened for the remaining lot. Total delivery period (for entire order quantity) offered shall not exceed 6 months from PO date, else offer will be rejected	c.
	Note: New suppliers not registered with BHEL, Trichy for supply of Plates & Sheets shall register on line at our web page: **https://suppliers.bheltry.co.in/** . Pls note this material is covered in item code "STSSP"	
12.	**Material Warranty**	
	Free replacement of whole material in case of notification of defect in material within the period of One year from TC/Invoice date. Warranty certificate to be produced.	
13.	Agency commission, if any should be clearly given in the offer (% on FOB / CFR Chennai inclusive).	
14.	Service charges, commission charges and any other incidentals will NOT be paid extra.	
15.	**Defective Material replacement**	
	Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date.	
16.	Port of discharge shall be **Chennai Sea Port.** Pls confirm specifically	
17.	Indicate the Port of shipment	
18.	Indicate the Mill (Name, Location) & Country of origin	
19.	Offer validity of 30 days is required after price bid opening in case you are technically qualified. Normally price bid will be opened with 45 days from technical bid opening. Otherwise offer is liable for rejection. **Thus total of 75 days is required from Part-I bid opening. Offer with shorter validity are liable for rejection.**	
20.	One Indian agent can represent one foreign principal only and submit one offer for these tender items. **Note:** In order to maintain sanctity of the tender system it is mandatory that one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. If any agent represents more than one supplier, all such offers will be rejected.	
21.	**Agency Commission :**	
	a) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariable be shown separately in the Performa invoice & shall be declared in techno-commercial offer itself and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract. b) For calculation of rupee equivalent for agency commission, exchange rate as prevailing on the date of order will be taken.	
22.	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 in by purchaser will not be applicable to the contract	
23.	Bidders are requested to submit their best competitive prices at the first instant itself and no revision of prices will be entertained after the tenders are opened.	
24.	The due date mentioned in the enquiry is the date of opening of techno-commercial bid. After the scrutiny of technical bids, price bids of only technically accepted offer shall be opened with prior intimation.	
25.	Offer is to be submitted in TWO part bids system in the E-Procurement portal. Scan copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal	
26.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	

27.	**Risk Purchase Clause:**	
	BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.	
28.	**Documents required for Indigenous suppliers**	
	1. DFT copy invoice. LR & original TC (Invoice no. & vehicle reference to be mentioned) to be sent along with each vehicle. Without T.C. Vehicle/wagon will not be unloaded. One set of photocopy of all the said documents to be sent along with vehicle. Invoice should mention the no of pieces/bundles.	
	2. One set of MTC, Original invoice (Plus one copy), LR copy shall be sent to MM/Purchase for bill processing.	
29.	**Documents required for Import suppliers**	
	a. Bill of Lading.	
	b. Invoice, should show the description of the goods and the unit rate of each item as in the purchase contract. Against each item in the invoice and packing list, the serial number of the corresponding item in the purchase contract or as per order acknowledgement should be indicated. HSN code to be indicated for each item.	
	c. Packing list must indicate case identification, case dimension, and case contents, no of bundles, gross and net weight.	
	d. Country of origin Certificate. HSN code to be indicated for each item.	
	e. Mill test certificate.	
	All the above documents should be submitted in triplicate & in all documents Contract No., L.C. No. and Import License No. are to be indicated.	
30.	**Authorisation for participation in EPS portal through DSC**	
	a. E-Tender Participation requirements	
	Either Principal or authorised agent shall register their Digital Signature Certificate (DSC) (Class 3-SHA2- 2048 BIT- SIGNING & ENCRYPTION). You are advised to pls go through the FAQ available in the web portal (**https://bhel.abcprocure.com/**). DSC shall be registered for the authorised 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.	
	b. For foreign Principal	
	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 **http://www.cca.gov.in/cca/.**	
	For Indian agent	
	In case of agents participating/registering their DSC (of authorised person), it will be at the sole authorisation 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.	
	DSC Authorisation	
	Pls intimate the authorised person name, Mail ID for registering DSC with us to participate in E-Tenders.	
31.	**Conditions for transportation:**	
	In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	

32.	**In the event of Force Majeure**:	
	a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD.	a.
	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.	b.
	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.	c.
	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.	d.
33.	**Role of Agents:**	
	a. BHEL will deal directly with manufacturers only. Offers from Traders & Stockist will not be considered.	
	b. BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.	
	c. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.	
	d. In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.	
34.	**Execution of the Order**	
	a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL"s end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.	
	b. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.	
	c. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.	
35.	**Cartel Formation**	
	All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.	

36.	**Fraud Prevention Policy**	
	Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
37.	**Resolution of Disputes**	
	a. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to the interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.	
	b. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.	
	c. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Trichy (the place from which the Contract is issued)	
	d. The cost of arbitration shall be borne as per the award of the Arbitrator.	
	e. Subject to the arbitration in terms of clause as above, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.	
	f. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.	
	g. In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.	
38.	**General terms**	
	1. 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.	
	2. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.	
	3. All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.	
	4. Supplier shall mention the HSN code for each item quoted by them in the offer.	
	5. 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.	

	6. Any clarification regarding tender shall be done before Part –I due date itself through EPS portal itself, and in case of immediate non-availability of DSC you can clarify through with the following mail ids **kjoe@bhel.co.in** or **krishnakumar.r@bhel.in** The above mail id is provided for initial clarification purpose only and no further correspondences shall be entertained through this mail ids.	
	7. Unloading of the materials is in the scope of BHEL. However Demurrages 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 supplier's accounts only.	
	8. Applicable INCO term for this tender is INCOTERMS 2010	
	9. Foreign suppliers has to submit the **Non-Negotiable Document** to bank/directly to BHEL as per the relevant payment term, well **before the shipment reaches the port** or else the demurrage and detention charges due to the delay in submission by supplier will be deducted from suppliers invoice.	
	10. The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards. In case of dispatch through sea then materials shall be shipped in Sea worthy packing condition. Packing charges will be supplier's account.	
	11. In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.	
	12. In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by EPS / e-Mail message. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.	
	13. BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive	
	14. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.	
	15. Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.	
	16. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, **https://bhel.abcprocure.com/**, **http://eprocure.gov.in**	
	17. The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).	
	18. In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.	
	19. Indigenous suppliers should submit the prices in Indian Rupees only. Import suppliers may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided.	
	20. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.	
	21. Foreign supplier shall ensure that the benefits as applicable under the **Comprehensive Economic Partnership Agreement (CEPA)** with the Government of India are disclosed in the bid and relevant documents such as Country of Origin, issued by the appropriate authority in the Country of export, is provided by the vendor along with the dispatch documents, Bids shall be evaluated with such applicable benefits, In the event of seller failing to provide appropriate document for purchasers to avail disclosed concessional duty benefit in India, financial loss, so incurred, will be to the seller's account.	

	22. **Set-off Clause**: BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.	
	23. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
39.	**Patent Right:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser	
40.	**Evaluation of offer**	
	a. The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.	
	b. Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.	
	c. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order.	
	d. In the event of any change in scope / quantity arising out of the discussions, offerer would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.	
41.	**INTEGRITY PACT:** Signed Integrity pact (IP) should be furnished along with offer. IP would be signed by authorized official of the bidder/vendor/contractor. Offer without signed Integrity Pact (IP) shall be rejected. Copy of IP should be enclosed. This tender will be monitored by Independent external monitor (IEM). For information only	
42.	**Non-Disclosure Agreement(NDA):**	
	The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).	
43.	**Suspension of Business Dealings with Suppliers/ Contractors**	
	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.	
	Integrity commitment, performance of the contract and punitive action thereof:	
	1. Commitment by BHEL	
	BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity	
	2. Commitment by Bidder/ Supplier/ Contractor	
	a. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.	
	b. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL	
	c. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL	
	If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any	

	provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: **http://www.bhel.com/vender_registration/vender.php**
44.	**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/ PO at any stage of execution.**
45.	**Caution:** ➢ The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time. ➢ 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.
46.	Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID).The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://bhel.abcprocure.com/ within 14:00 Hrs of the due date of this tender. The bidder would be required to register on the e-procurement market place https://bhel.abcprocure.com/ and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.

On behalf of BHEL

R. KRISHNAKUMAR
Dy. Manager
MM / RM / Steel (Purchase)
BHEL, TRICHY - 620 014.

To be filled & Signed by Original Manufacturer/Mill

Name of the mill / Principal:

Signature:

(Affix Seal)

(All conditions were read & clearly understood and agreed in totality with the mentioned deviations only)

Offer submission check list

Sl. No	List of Documents to be submitted along with offer	√ (Enclosed with offer)	X (Not enclosed)	**Not applicable**
1.	Product catalogue	☐	☐	☐
2.	Point wise confirmation to PQR (Prequalifying requirements)	☐	☐	☐
3.	Valid BIS license for the quoted grades	☐	☐	☐
4.	Details of In-House manufacturing facilities	☐	☐	☐
5.	list of testing equipments & instruments with Calibration details	☐	☐	☐
6.	Certification of Labs as per ISO 17025	☐	☐	☐
7.	ISO 9001 certification / Quality management system / Written down procedure	☐	☐	☐
8.	Filled Spot visit check list	☐	☐	☐
9.	NDA (Non-disclosure agreement)	☐	☐	☐
10	List of facilities available for raw material to finished product	☐	☐	☐
11.	Man power details of Manufacturing/Quality function	☐	☐	☐
12.	Proof of supply (Unpriced PO copies / Mill Test Certificates / Invoice / Bill of lading copy) covering minimum and maximum sizes of the quoted specifications	☐	☐	☐
13.	Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc.	☐	☐	☐
14.	Audited copies of annual report for last four years for Indigenous suppliers	☐	☐	☐
15.	Latest D & B or Credit reform report for Import suppliers	☐	☐	☐
16.	Agency agreement (in case of Foreign or Indian agents).	☐	☐	☐
17.	Incorporation certificate & IT returns of Indian Agent.	☐	☐	☐
18.	Tax certificates for Indigenous supplier	☐	☐	☐
19.	Integrity pact	☐	☐	☐