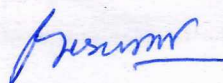


BHARAT HEAVY ELECTRICALS LIMITED**MM/RM/PURCHASE/TUBES****BHEL / TRICHY-620 014.**ANNEXURE-B
1502000039**Enquiry Terms & Conditions for Supply of Seamless Steel Tubes & Pipes**

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 Confirmation /Comments
01.	<u>As per Para 3(a) of the DPIIT's PPP-MII Order Notification No. 45021/2/2017-PP (BE-II) dated 16th September 2020 and GOI, Ministry of Heavy Industries and Public Enterprise, Department of Heavy Industries Order dated 29.September 2020 & Public Procurement (Preference to Make in India), Order 2017 No. P-45021/2/2017-PP (BE-II) Dated 04th June, 2020</u> Only Class-I Local Supplier as defined under the above order are eligible to participate in this tender. The following clauses are applicable for this tender For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier /Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT.	
02	<u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u> (Subject to participating MSE vendors should meet the tender requirements of BHEL) ➤ As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration no along with Udyam registration certificate. ➤ 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors should meet the tender requirements of BHEL. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE vendor within the "L1+15% price band", the supply shall be shared proportionately. ➤ In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier. ➤ Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%. ➤ Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006. ➤ If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable. ➤ Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. Apart from this 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs. ➤ In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.	



	➤ MSE suppliers can avail the intended benefits only if they submit along with the offer, Valid EM-II certificate or valid NSIC certificate or UAM certificate along with attested copy of a CA certificate (Format enclosed as below) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.	
03	<u>Specification, Size & Quantity:</u> a) Specification, size and quantity shall be as given in enquiry. b) Item to be supplied fully meeting TDC 102 Rev 18. (Shot peening is applicable only for item SI No. 180 to 400). c) If there is any deviation, the same should be mentioned clearly with the specific clause no. of the TDC and the deviation against it in the e- procurement offer itself. d) Creep Test to be carried out as per <u>SIP:RM:01Rev 01</u> Creep Testing Requirement. e) All tubes are to be stenciled and colour coded, longitudinally and continuously throughout the length of the tubes with specific details as listed out in the above respective TDCs and the SIPPP 21 Rev 07. f) All tubes are to be supplied to the specific length detailed in the description. Any deviation in length has to be indicated in the offer itself. Supplier shall indicate the place of manufacture & mill name in the offer.	
04	<u>Pre-Qualification Requirement (PQR)</u> In addition to the TDC requirements, suppliers shall meet the Pre-Qualification Requirements as applicable (Ref:MM:Pur:Tubes Rev02). The offers of the suppliers who fail to do so will be liable for rejection.	
05	<u>Online Supplier Registration:</u> All vendors who are not registered vendor of BHEL, Trichy for the tendered specification may also submit duly filled-in Supplier Registration form through online portal http://www.supplier.bhel.in and submit all relevant documents as required.	
06	<u>Offer Submission:</u> Offer is to be submitted in TWO part bids system (Technical bid + Price bid) in the E-Procurement portal https://bhel.abcpurchase.com/EPROC/ ➤ Scanned copy of the filled Annexure-B, Tender documents etc., shall be uploaded in the EPS portal. ➤ The offer is to be submitted within 2.00 P.M on or before the due date. ➤ 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.abcpurchase.com/EPROC/ http://www.bhel.com/tender/ http://eprocure.gov.in ➤ After the evaluation of technical bids, price bid will be opened for the techno-commercially qualified offers.	
07	<u>Authorization for participation in EPS portal through DSC:</u> <u>E-Tender Participation requirements</u> Suppliers shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the Bidder Manual available in the web portal (https://bhel.abcpurchase.com/EPROC/) 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.	
08	<u>Validity:</u> Offer/Price validity of 60 days is required from the Price bid opening date.	
09	<u>Delivery:</u> The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order.	



Terms of Delivery :**A. INDIGENOUS:**

- a) Bidders should submit their offer for FOR Destination -BHEL Stores, Trichy. The quote should be inclusive of all charges, including testing, packing & forwarding, inspection etc.
- b) Any other extra charges like GST, SGST, CGST, IGST etc. are to be indicated clearly. The offer will be evaluated on total landed cost to BHEL Trichy.
- c) Any other Tax are to be indicated in offer and is payable extra only on submission of documentary proof.
- d) ITC: If the tenderer is availing ITC for this input material, the effect of preformed credit should be passed on to the purchaser. Tenderer under ITC shall be preferred.
- e) The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch.

Information for Indigenous suppliers:

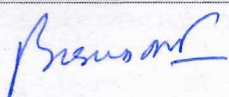
1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. 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.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a. Vendor declaring such invoice in Form GST ANX-1
 - b. Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST 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 GST ANX-2).
6. 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.
7. 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
8. 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.



	9. 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. 10. 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. 11. 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 which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.	
11	<u>Payment terms:</u> • BHEL Payment term for indigenous suppliers is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials. • Offers with any other payment terms are liable for rejection. • However, in exceptional cases, Usance LC with 60 days' credit will be opened with 1.5% loading on the offered value. The LC will be opened one month prior to material readiness. Suppliers 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 to supplier's account. • Offers with payment terms as Advance Payment & LC at Sight will not be considered.	
12	<u>Liquidated Damage (Indigenous & Imports):</u> LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value". 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). 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. For "FOR Delivery terms", Lorry way bill date will be taken for LD calculation.	
13	<u>Risk Purchase clause :</u> 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 despatch 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.	
14	<u>Non-Disclosure Agreement(NDA):</u> The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).	
15	<u>Patent Right</u> 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.	
16	<u>Evaluation Criteria:</u> The Evaluation Currency for this tender shall be "INR". The offers of vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation process is detailed below: Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term & LD (C) – Applicable input tax credit (D) A. Indigenous vendors submit offers on Free on Road (FOR), Trichy in INR. B. GST and any other charges quoted by indigenous vendors will be added to the base price.	

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	C. Loading for payment terms & non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate. D. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost. 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".	
17	General condition: 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. b) In addition to TCs in relevant IBR forms corresponding mill TCs should also be provided along with dispatch of tubes. Two sets of original and one copy of all such TCs are to be provided to BHEL, Trichy. c) Material is to be inspected by third party inspection agency as approved by IBR and test certificate are to be countersigned by respective Inspection agency in case the Mill is not approved by IBR. d) Acceptance of Test Certificates by BHEL before dispatch is must. e) While dispatching the tubes, in addition to bundling with metal straps, we require slinging arrangement with nylon belt (not rope) for easy handling at loading and unloading points. f) We require the shipment of the Tubes to be as per the dates mentioned against the individual items in the enquiry. g) Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. h) Confirmation for partial ordering to be indicated in the offer itself. i) No revision of prices will be entertained after the tenders are opened. j) BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed. k) Lowest price received against BHEL tenders need not be the technically acceptable one and in that case, BHEL reserves the right not to consider the same. l) BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. m) 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 / your purchase order at any stage of execution. n) Offer will be evaluated based on Landed cost to BHEL- Trichy on individual line item basis only. o) 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) No payment will be made for the excess quantity / length. q) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry. r) The offers of the bidders who are on the banned list as also the offer of bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on the BHEL website - www.bhel.com. s) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. t) The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://bhel.abccprocure.com/EPROC/. The bidder would be required to register on the e-procurement	



market place <https://bhel.abcpurchase.com/EPROC/> and submit their bids online. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.

18 Fraud Prevention Policy & Suspension of Business Dealings

"The bidder along with its associate/collaborators/sub-contractors /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 fraud or suspected fraud as soon as it comes to their notice."

Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php which includes actions that would be taken against suppliers who do not execute the order placed on them.

19 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.

20 Integrity Pact (IP):

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

IEM	Email
Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
Shri Virendra Bahadur Singh, IPS (Retd.)	vbssinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below: Details of contact person(s):

(1)

Name: S. Dhanabal / DM
Deptt: MM/Purchase/Tubes
Address: 4th Floor, 24 Building,
HPBP, BHEL, Trichy- 620014
Email: dhanabals @ bheL.in
Phone: 0431-257-5730

(2)

Name: Bhaskarnath Biswas / DE
Deptt: MM/Purchase/Tubes
Address: 4th Floor, 24 Building
HPBP, BHEL, Trichy-620014
Email: bhaskarnath@bhel.in
Phone: 0431-257-7958

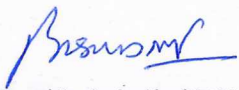
21 Resolution of Disputes:

- a. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 days of its occurrence, then, unless otherwise provided in the contract, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in BHEL Trichy, appointed to be the arbitrator by the General Manager/MM BHEL Trichy. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- c. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy.
- d. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India.

- 22 **In the event of Force Majeure:**
- 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.
 - 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.
 - 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.
 - 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.

- 23 **Execution of the order:**
- 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.
 - 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.

- 24 **Enclosures:**
- TDC 102 Rev 18.
 - SIP:RM:01 Rev 01 Creep Testing Requirement
 - SIPPP21-07 Colour Codes
 - Supplier facility report format
 - Non-Disclosure agreement.
 - PQR:MM:Pur:Tubes Rev 02
 - List of BHEL approved Tubes vendors.
 - Pre-Signed Integrity pact.


(On behalf of BHEL)

BHASKARNATH BISWAS
Dy. Asst. Engineer - Genl
MM / Purchase / Tubes
BHEL, TR:CHY - 620 014.

SIGNED BY MANUFACTURER / MILL

Name of Mill:
Designation / Department:
Seal & Signature