ANNEXURE-A

IMPORTANT NOTE TO TENDERERS
(FOR INDIGENOUS & OVERSEAS SUPPLIERS)

This Tender is floated on TWO–BID System. Tenders are requested to submit their offers in TWO-BIDS (Part I: Un priced bid and Part II: Price Bid) separately thro' **E-procurement site, https://bheleps.buyjunction.in.**

1. **Part I: UN PRICED BID:** (Complete with technical & Commercial conditions as per enquiry The Tenderer should confirm their acceptance / comments to the Enquiry along with other commercial Terms & Conditions of the Tender. In case any deviation is taken by the Tenderer from the Tender requirements, it is to be clearly indicated in the offer with reference to the particular clause. If such deviations are not explicitly indicated in the offer, it will be construed by BHEL that the Tenderer is complying with Annexure Clause(s), Commercial terms & conditions and other conditions in full.

2. **Part II: PRICE BID:** Price (with break-up details wherever required) to be indicated.

3. **Both Un priced Bid and Price Bid is** to be submitted before 1400 hours (Indian Time) on tender Due Date.

4. Unpriced Bid shall only be opened on the Tender Due Date mentioned in the Tender online.

5. After opening the Unpriced Bid, they shall be evaluated by BHEL for their suitability. BHEL shall hold discussions with the responded Tenderers on the Technical and Commercial terms and freeze the terms & conditions of the offer. These frozen technical specifications will be communicated to responded tenderers.

6. BHEL shall offer opportunity to the responded and technically / commercially suitable Tenderers, to submit their latest Price Bid/ Impact of prices, if any in line with the frozen technical, Commercial, delivery conditions.

7. This latest Price Bid & the Impact of prices for the frozen technical specifications submitted by the Tenderers will be opened. Based on the above, the ranking of the Tenderers shall be made and accordingly the Tender shall be finalized.

Important Note to MSE Vendors

1. 20% of the tendered quantity is earmarked for MSE suppliers in this tender.

2. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.

3. 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, the supply shall be shared proportionately.

4. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM IIls over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Certificate by Chartered Accountant

This is to Certify that M/S ....,
(hereinafter referred to as 'company') having its registered office at
.... is registered under MSMED Act 2006, (Entrepreneur
MeMemorandum No (Part—II)..dtd:..........................,
Category:. .... (Micro/Small)). (Copy enclosed).
Further verified from the Books of Accounts that the investment of the company as on
date .... as per MSMED Act 2006 is as follows:
1. **For Manufacturing Enterprises: Investment in plant and machinery** (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.5.0.1722(E) dated October 5, 2006:
Rs. .... Lacs
2. **For Service Enterprises: Investment in equipment** (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs. .... Lacs
The above investment of Rs .... Lacs is within permissible limit of
Rs .... Lacs for .... Micro / Small **(Strike off which is not applicable)**
Category under MSMED Act 2006.

Date:
(Signature)
Name -
Membership number -
Seal of Chartered Accountant

Annexure – B.
Technical Conditions

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

:

Sl.No.	Technical Requirement	Accepted (Indicate your acceptance)
B1.	To supply of Materials as per Tender Specifications / Drawing without any deviation.	
B2.	To supply of materials with suitable preservation and packing.	
B3.	Makes quoted : (Indicate).	

Signature with Date	Seal

Annexure – C.
Commercial Conditions

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

Sl.No.	Commercial Terms	Accepted
C1.	Delivery Terms : Free delivery at BHEL/SSTP Stores. / FCA Basis	
C2.	Payment : 100% after 45 days after receipt and acceptance of materials by BHEL for Indian offer.	
	100% cash against delivery with 45 days credit from the date of receipt and acceptance of material for importer.	
C3.	LIQUIDATED DAMAGES: It is clearly understood among the parties to the Contract that TIME IS THE ESSENCE OF THE CONTRACT. Therefore, the delivery of the goods specified in the Purchase Order shall be made within the time prescribed. Where the Seller supplies or despatches the goods, beyond the delivery period specified, and the Purchaser will have no obligation to accept the goods. If accepted, Liquidated Damages at the rate of 0.5% (Zero point five Percent) of the total value of goods per week of delay, subject to a maximum of 10% (Ten Percent) or part thereof, will be levied without prejudice to any other relief or compensation due to the Purchaser under any other conditions of the Contract. RISK PURCHASE: Alternatively, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase elsewhere at the risk and cost of Seller, either the whole of the goods or any part, which the Seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available the best and nearest available substitute thereof. The Seller shall be liable for any loss, which the Purchaser may sustain by reason of such Risk Purchase(s), in addition to penalty at the rate mentioned above.	
C4.	Delivery period required : Delivery from PO Date: Within 3 Months — Enq.Sl. Nos. 1: All Quantity	
C5.	Validity of Offer - 60 Days from the Date of Tender Opening.	
C6.	Acceptance of General conditions of contract for importers.	

Sl.No.	Commercial Terms	
C6.	a. GST Regn certificate & HSN No.	
	b. GST (%)	
	C. Tin & PAN No.	
C7.	Other Cost (if any) - % (or) Rs.	
C8	Are you Micro/Small/Medium Industry? (If YES, please furnish MSE Regn.No., along **with a copy of MSE Certificate**)	YES / NO MSE No. MSE Certificate enclosed(Yes/NO)
C9.	Contact detail Name Mobile No. Mail Id	
C10.	Deviations, if any (attach additional sheet, if reqd) :	

Signature with Date & Seal ::

Annexure-E - Important Note to New Vendors (This tender viewed thro' website)

The following will be required to furnish the documentary proof/ information along with their offers:

1. Certificate of registration to supply TCT Saw blade (copy of certificate given by the govt. to be submitted).
2. Banker's information (copy of bank pass book first page to be submitted).
3. MSME vendor certificate (if applicable).
4. Address of your organization (complete postal address with PINCODE).
5. Contact person's Phone No. /Mobile No. / FAX No. /E-mail ID.
6. Statutory documents – VAT / TIN / EXCISE REGISTRATION / CST REGN / SERVICE TAX REGISTRATION etc. (copy to be furnished)
7. NSIC/SSI Certificate (if applicable)
8. ISO Certificate (if applicable)
9. Experience certificate as proof of supply of similar items to any Govt. agencies / PSU / Organisations (copy of PO's to be furnished).
10. Audit Report/ IT Return (if applicable)
11. Agency agreement with manufacturer specifically for Import supplier.(if applicable)
12. Partnership Deed (if applicable).

If the new vendors fail to submit the above documentary proof/information, their offers will not be considered for this enquiry.

Annexure-F

SPECIAL TERMS & CONDITIONS

The following special clauses in addition to what have been indicated in the tender already are applicable to the above tender. Tenderers are requested to take note of these special clauses while giving their offer. If no specific observation/deviation is referred to in the offer with regard to these special clauses, it will be construed that the tenderer is accepting these special clauses in full and accordingly the tender will be dealt with.

1. The technical requirements are clearly indicated in the Drawing. **Tenderers are requested to confirm their acceptance of Drawing, in their offer, without fail.**

In the case of clarification on Technical points will be sought for if not clearly indicated in offer. After tender price bid opening, any voluntary / unsolicited information's / confirmations / clarifications / interpretations by the tenderers will not be entertained as a policy and tender will be finalized only with available data / information's given in offer.

2. a) The prices to be contracted against this tender are to be kept firm till completion of supplies against the contract.

   b). Tenderers are requested to give a **minimum of 60 days (Ninety days) validity** of their offer as the same is essentially required by the Purchaser to finalize tender.

3. In case of an order, BHEL reserves the right to depute their representative to Seller's works either during the manufacture or prior to that for overseeing the order status. The expenditure in this regard will be borne by BHEL.

After inspecting, testing and clearance by third party inspection agency, the accepted materials may be inspected and cleared by BHEL inspector at Seller's works, if required. The expenditure for BHEL inspector for this purpose will be borne by BHEL and all expenditure in connection with third party inspection agency will be to seller's A/c.

4. **The tenderers shall quote their rate in RATE PER Number on FCA Basis.**

5. In case of an order payment will be made against the following documents.

i) Negotiable Clean original Bill of Lading.
ii) Detailed Packing List
iii) Commercial Invoice
iv) Country of Origin.
v) Mill's test certificate, complying with the requirements as per Drawing.
vi) Inspection Certificate issued by 3rd party inspector as counter signature of the inspection agency on the mill's test certificate.
vii) Inspection certificate issued by BHEL inspector (including verification and certification of the input raw material test certificate. BHEL reserves the right to have this as an option clause, if required).
Xi) Guarantee certificate General Conditions (Annexure-C) of Contract Clause 10.

9. Indian Agency Commission, if any, has to be clearly expressed in the offer itself. This agency commission will be paid to the Indian Agent after successful completion of the contract only at the prevailing exchange rate between Indian Rupee and the foreign currency on the date of order.

10. **DELIVERY:**

It has to be reckoned from the date of schedule from BHEL with size / grade details of materials, to the date of Inspection at vendor's work, as evidenced for LD purpose.

11. **Air INSURANCE**:
This will be arranged by BHEL. Once the shipment is made, the details such as Airway bill No., & date, name of shipping line, quantity shipped & Tonnage shall be communicated by Seller to Purchaser either by e-mail or by fax to enable Purchaser to arrange for Insurance.

12. The prices OFFERED/TO BE CONTRACTED finally have to be kept firm till successful completion of the contract and any price increase on any account whatsoever may be the reasons will not be permitted under any circumstances.

13. Purchaser's General Conditions of Contract (in case of an order) is enclosed. Tenderers are requested to confirm their acceptance to the same, explicitly in their offer. These General Conditions of Contract shall apply only to the extend, they have not been superceded by the above terms and conditions of this ANNEXURE to tender.

14. If no comments are made specifically in the tenderer's offer, on the above conditions of tender, it will be construed that the tenderer is in full agreement with the above clauses and will be binding on them, in case of an order.

15. In the event of placement of contract, a clear one week time (7 days) from the date of contract will be allowed to seller to go through the contract and sign in the respective column in the contract in token of their acceptance of contract in full. In the event of the seller not returning one copy of contract duly signed by them within the 14 days time allowed, it will be commercially and legally construed that the seller is in full agreement with the contract issued and accepted the same in totality and it will be legally binding on the seller and should execute the contract thus released in full as per the terms and conditions of the contract.

16. **METHOD OF DETERMIING THE NON-CONFORMANCE OF MATERIALS & MODE OF SETTLEMENT**

Seller is certifying that the materials supplied against this contract are conforming to the Technical delivery conditions of the contract mutually agreed upon by seller & buyer. However, in case, the materials supplied by seller, upon receipt at buyer's place is found to be not meeting the Drawing / order requirement mutually agreed upon, then buyer will communicate same to seller and if the discrepancy is proved w.r.t DRAWING, as non-conformance then those materials will be rejected.

Besides, in case where purchaser has put these materials into use / process further and during such processing of supplied materials, if purchaser found any defect / discrepancy / non-conformance of the materials w.r.t DRAWING / Order requirements and those defects are proved to be attributable to material defect, manufacturing defect or bad workmanship on the part of the seller, then those materials will be rejected.

Seller shall reimburse the cost of these rejected materials indicated above to purchaser on the basis of all inclusive landed cost, less scrap value of the rejected materials.

BHARAT HEAVY ELECTRICALS LIMITED
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPPALLI – 620014 – INDIA.

Annexure - C

GENERAL CONDITIONS OF CONTRACT

1.0. **Definitions :**
Throughout these conditions and in the specifications the terms:

1.1. **'Purchaser'** means, the **Bharat Heavy Electricals Limited, Seamless Steel Tube Plant, Tiruchirappalli-620014, Tamil Nadu, India**, acting through the Head/ Materials Management.

1.2. **`Seller'** means, the Person or Company with whom the Order for the supply is placed and shall be deemed to include the Seller's Successors (approved by the Purchaser), Representatives, Heirs, Executors and Administrator, as the case may be.

1.3. **`Engineer'** or **`Inspecting Officer'** means the Person, Firm or Department, nominated by the Purchaser to inspect the stores on his behalf.

1.4. **`Contract'** shall mean and include the Tender, Letter of Acceptance, Agreement, together with any correspondence, modifying the Terms thereof of the General Conditions, Specifications, Schedules, if any, annexed. This also includes the Drawings, if any, enclosed or to be provided, or to be approved by the Purchaser or his Authorised Nominee and the samples and patterns, if any, to be provided under the provision of the Contract.

1.5. **`Specification'** shall mean the Specifications annexed to or issued with these General Conditions of Contract.

1.6. **'Stores'** shall mean the goods specified in the Contract, which the Seller has agreed to supply under the Contract.

2.1. **Parties to the Contract :**
The Parties to the Contract, which is for the supply by the Seller to the Purchaser on the conditions set forth in the Contract, are Seller and the Purchaser named in the main body of the Contract.

2.2. **Authority of Person signing documents :**
A person signing the Contract, shall be deemed to warrant that he has authority to bind so, and if on enquiry, if appears that the person so signing had no authority to do so, Purchaser may without prejudice to other civil and criminal remedies, cancel the Contract and hold the Signatory liable for all costs and damages.

2.3. **Notice on behalf of the Purchaser :**
Notice on behalf of the Purchaser in connection with the Contract may be given by any Authorised Officer of the Plant dealing with the Contracts.

3.1. **Execution :**
The whole Contract is to be executed in the most approved, substantial and workmen-like manner to the entire satisfaction of the Purchaser.

3.2. **Alterations :**
The Purchaser or his Authorised Nominee may require such alterations to be made on the work during its progress, as he deems necessary. Should these alterations be such that either party to the Contract, consider an alteration in prices, such alteration shall not be carried out until amended prices have been submitted by the Seller and accepted by the Purchaser. Should the Seller proceed to manufacture such stores with alterations, without obtaining the consent in writing of the Purchaser to an amended price, the Seller shall be deemed to have agreed to supply the stores, at such price as may be considered reasonable by the Purchaser. In case of alterations, time of delivery has to be reconsidered.

4.0. **Seller's Responsibility :**
The Seller shall be solely responsible for the Execution of the Contract in all respects, in accordance with the Conditions of the Contract notwithstanding any approval, which the Engineer may have given to materials or other parts of work involved in the Contract or of tests carried-out, either by the Seller or by the Engineer.

5.0. **Inspection :**
The stores shall be of approved design and each part/component shall be thoroughly inspected and tested at Seller's Works before shipment and shall fully comply with relevant requirements of the Purchaser. The Test Certificates shall be one of the documents for operation of Letter of Credit and shall be submitted along with first set of documents for negotiation.

6.0. **Facilities for inspection and test :**

6.1. The Purchaser or his Authorised Nominee shall be entitled, at all reasonable times, during manufacture to inspect, examine and test at the Seller's premises, the material and workmanship of all stores to be supplied under the Contract, and if part of the stores is being manufactured on other premises, the Seller shall obtain for the Purchaser or his Authorised Nominee, permission to inspect, examine and test, as if the said stores were being manufactured at the Seller's premises. Such inspection, examination and testing if made, shall not release the Seller from any obligation under the Contract.

6.2. Where the Contract provides for tests on the premises of the Seller or any of his Sub-Contractors, the Seller shall provide such assistance, labour, materials electricity, fuel, stores, apparatus and instruments, as may be required, and as may be reasonably demanded to carry out such tests efficiently.

6.3. The Seller shall give the Authorised Nominee reasonable notice, in writing, of the date and the place, at which any stores will be ready for testing as provided in the Contract.

GENERAL CONDITIONS OF CONTRACT

7.0. **Certification of Inspection and Approval :**

No Stores will be considered ready for delivery until Purchaser or his Nominee shall have certified in writing that they have been inspected and approved by him. It shall be the responsibility of the Seller to ensure that only such goods, as have been duly inspected and approved by the Purchaser, are offered for arranging shipment to the Government of India's Forwarding Agents, and to furnish them a Certificate as under.

> *"**Certified that the goods offered for arranging shipment have been duly inspected and approved by the Prescribed Authority, in accordance with the Terms of the Contract and a copy of the Inspection Certificate issued in this regard, is enclosed**".*

8.0. **Progress Report :**

The Seller shall render such report, as to the progress of the manufacture/supply, in such a form, as may be called for by the Purchaser. The submission and acceptance of these reports, shall not prejudice rights of the Purchaser in any manner.

9. 0. **Transfer and Subletting :**

The Seller shall not sublet (except as may be customary in the trade concerned, in which case the Seller advise the Purchaser of the same), transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without the previous written permission from the Purchaser. The Seller shall be entirely responsible for the work executed by the SubContractor, if any. For this purpose, he shall at his own cost, ensure adequate inspection at their works, by an Inspection Organisation acceptable to the Purchaser.

10.0. **Guarantee :**

10.1. The Seller shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance. If any stores are found defective, the Purchaser shall submit his claim to the Seller within 12 (twelve) months from the date of arrival of the stores at Purchaser's site or within 18 (eighteen) months counting from the date of shipment from the Port of despatch, whichever is earlier. The Seller shall be given the necessary facility to investigate such claims. If they are proved to be faulty, the Seller at his option, either repair or replace within a period of 30 days by faultless stores at Seller's cost. All replacement parts shall be shipped by Seller C.I.F Indian Ports, from which point the Purchaser shall clear through Custom and take delivery at his expense to inland destination. If the Seller so desires, the defective stores can be taken over by his Representative in India for disposal, within a period of three months from the date of receipt of replacement stores. At the expiry of this period, no claim whatsoever shall lie on the Purchaser.

10.2. All the replacement stores shall also be guaranteed for a period of 12 (twelve) months from the date of arrival of stores at Purchaser's site.

10.3. The decision of the Purchaser in regard to the Seller's liability under this guarantee shall be final and conclusive.

11.0. **Performance Bank Guarantee :**

~~To fulfill guarantee conditions outlined in Clause (10) above, the Seller shall furnish a Bank Guarantee in the Proforma attached in Annexure-C from a Bank, approved by the Purchaser, for an amount equivalent to 10% of the Contract, along with first shipment documents. On the satisfactory performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Seller without any interest.~~

12.0. **Packing :**

The Stores shall be suitably painted for tropical conditions (to withstand marine corrosion) -- shipped in bare bundles of ….. Metric Tonnes gross Maximum / shipped loose (preserved and packed in sea worthy packing), duly ensuring prevention of damage or loss during transit and storage. Packing shall be done in such a way, as to ensure easy removal for check at Port of destination and at Purchaser's works. The packages shall be provided with facilities for easy handling by mechanical means, if need be. For this, the packing specification adopted is also to be such as to obtain a clean BILL OF LADING / AIR WAY BILL.

13.0. **Marking :**

All Packages shall be marked as per instructions given below, in **BOLD** letters in **English** language.

BHEL -- SSTP -- TIRUCHIRAPALLI (INDIA) -- PIN CODE: 620 014

CONTRACT No. ::
SELLER's NAME ::
CASE No. ::
GROSS DIMENSION IN CM ::
GROSS WEIGHT ::
NETT WEIGHT ::
TARE WEIGHT ::
BRIEF DESCRIPTION OF CONTENTS ::
SUGGESTED SLING MARKS ::
COUNTRY OF ORIGIN ::

14.0. **Dimension and Weight :**

Specification of dimensions and weights in all places, shall be in **Metric system** and in **English** language.

15. 0. **Shipment :**
Shipping arrangements will be made by ::

Ministry of Shipping / Chartering Wing
Parivahan Bhavan
No. 1-Parliament Street
New Delhi - 110 001 - INDIA.

or their Nominee or through their country-wise Forwarding Agents will be indicated at the time of ordering.

15.1. to 15.6 - Deleted

15.7. Seller should give adequate advance notice (in the Proforma attached in Annexure), of not less than 6 (six) weeks, about the readiness of each consignment to the Forwarding Agents, from time to time for finalizing the shipping arrangements. The Bill of Lading should be drawn so as to show the following:

15.7.1.	SHIPPER	::	GOVERNMENT OF INDIA .
	CONSIGNEE	::	GOVERNMENT OF INDIA. ACCOUNT :: BHARAT HEAVY ELECTRICALS LTD. SEAMLESS STEEL TUBE PLANT TIRUCHIRAPALLI 620 014 TAMIL NADU, INDIA.
	NOTIFY PARTY	::	HEAD/MATERIALS MANAGEMENT BHARAT HEAVY ELECTRICALS LTD. SEAMLESS STEEL TUBE PLANT TIRUCHIRAPALLI 620 014 TAMIL NADU, INDIA.

16.0. **Insurance :**
Insurance will be arranged by Purchaser, for which purpose, the details of consignment along with its value, shall be intimated by the Seller to the Purchaser (or the Seller shall make arrangement with the Freight Forwarders to inform the Purchaser), by Mail immediately after shipment of the consignment. The mail shall be as per the specimen given below:

16.1. A**ttn :: Head/MM/SSTP/BHEL/Tiruchirappalli-620014/Tamil Nadu/INDIA.**

Please refer your Contract No.____________, dated_________, for________________.
Arrange insurance for ::

No. of Cases.	**::**
Weight (MT).	**::**
Value (CIF).	**::**
Vessel/Airlines.	**::**
Voyage No./Flight No.	**::**
No. & Date of BL/AWB.	**::**

17.0. **Documents to be supplied by Seller :**

17.1 **On receipt of Order or along with Order Acknowledgement :**
The Seller shall furnish the break-up prices of the major components going into equipment. This information is required by the Purchaser to check up and admit the claims of the Seller, if part shipments are contemplated and also to facilitate clearance of the consignment through Customs after payment of Duties.

17.2. **Before Shipment :**
The Seller shall furnish the Packing dimensions of the consignment in Metric Units, along with Nett, Tare and Gross Weights of each package and special storage requirements, if any, on board the ship/aircraft.

17.3. **After shipment :**
Immediately after shipment, the Seller shall furnish 4 (four) sets of Non-Negotiable copies of Bill of Lading/AWB and other documents referred to in the "Terms of Payment" Clause of the Contract, shall be air-mailed to Head/MM, Seamless Steel Tube Plant, Bharat Heavy Electricals Limited, Tiruchirapalli 620 014, Tamil Nadu, India, under 2 (two) separate successive despatches. In addition to the above, one set of Non Negotiable copies of Bill of Lading/AWB and other documents referred to in Clause 17, shall be air-mailed to the Port Consignee, viz.

Senior Manager/Material Services
Bharat Heavy Electricals Ltd. / Port Clearance Wing
No. 165 - Thambu Chetty Street, Chennai-600001.
Tamil Nadu - INDIA.
(Telephone : ++91-44-5341240, Fax : ++91-44-5340787).

18.0. **Patent Infringement and Indemnity :**
The Seller shall at all times indemnify the Purchaser against all claims, which may be made in respect of the goods supplied, for infringement of any patent, design or trade-mark, provided always that in the event of any claim in respect of an alleged breach of a patent, registered design or trade mark, being made against the Purchaser, he shall notify the Seller of the same, and the Seller shall be at liberty, but at his own expense, to conduct negotiation for settlement of any litigation that may arise therefrom.

19.0. **Liquidated Damages :**

The time of delivery or despatch stipulated in the said schedule for delivery or despatch of the stores, shall be deemed to be the **'Essence of the Contract'**. Should the Seller fail to deliver the stores or any consignment thereof, within the period prescribed for such delivery, the Purchaser shall be entitled (by way of Liquidated Damages), for a sum of **one-half** percent of the price of any stores, which the Seller has failed to deliver, as aforesaid, for each and every week or part of a week, during which the delivery of such stores may be in arrears, subject to a maximum of **10 (ten)** percent of the price of stores in arrears. **This amount is to be automatically deducted in invoice itself.**

20.0. **Cancellation Clause :**

Alternatively, at the option of the Purchaser, the Purchaser shall be entitled to purchase elsewhere, on account and at the risk of the Seller, the stores of any consignment thereof, which the Seller has failed to deliver as aforesaid, or if not available, the best and nearest available substitute thereof, or to cancel the Contract, and the Seller shall be liable for any loss or damage, which the Purchaser may sustain by reason of such failure on the part of the Seller.

21.0. **Risk Purchase :**

The Cancellation of the Contract, as stated in the above Clause, may be either for whole or part of the Contract at Purchaser's option. In the event of the Purchaser terminating this Contract, in whole or part, he may procure upon such items and in such manner, as he deems appropriate supplies or services similar to those so terminated, and the Seller shall be liable to the Purchaser for any excess costs, for such similar supplies or services, provided that the Seller shall continue the performance of this Contract to the extent not terminated under the provisions of this Clause.

22.0. **Preferential delivery :**

It should be noted that if a Contract is placed on a higher Tenderer, in preference to the lowest acceptable Offer, in consideration of offer of the earlier delivery, the Seller will be liable to pay the Purchaser, the difference between the Contract rate and that of the lowest acceptable Tender, on the basis of final price/F.O.R. destination, including all other incidentals, in case of failure to complete supplies in terms of such Contract, within the date of delivery specified in the Tender and incorporated in the Contract. This is in addition and without prejudice to other rights under the Terms of Contract.

23.0. **Force Majeure :**

If at any time, during the continuance of this Contract, the performance in whole or part by either party, of any obligation under this Contract, shall be prevented or delayed by reason, of any war, hostile acts of the public enemy, civil commotion, sabotage, fire, explosions epidemics, quarantine restriction or acts of God (hereinafter referred to as events), then provided Notice of Happening of any such event is given by one party to other, within 21 days from the date of occurrence thereof. Neither party shall, by reason of such event, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other, in respect of such non-performance and delay in performance, and delivery under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance, in whole or part, of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Purchaser, subject to prompt notification by the Seller to the Purchaser, of the particulars of the event and supply to the Purchaser, if required, of any supporting evidence. Any waiver of time, in respect of partial installment, shall not be deemed to be a waiver of time in respect of remaining deliveries.

24.0. **Customs Drawback:**

If by reason of a Customs Notification, published after the placing of the Contract, the stores to be supplied shall become, on exportation, subject to a Customs Drawback, in respect of duty paid on them, or on the material used in their manufacture, the Seller shall recover the amount of the Drawback and Contract price of the stores shall be reduced by the amount so recovered.

25.0. **Corrupt Gift and Payment of Commission :**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Seller, his Agents or Servants , any one of his or their behalf, to any Employee, Representative or Agents of the Purchaser, or any Person on his behalf, in relation to the execution of this or any other Contract with the Purchaser, shall, in addition to the criminal liabilities under the laws in force, be subject to the Contract cancellation, and all other Contracts with Purchaser and also payment of any loss resulting from any such cancellation, to the like extent as provided. In case of cancellation, the Purchaser shall be entitled to deduct the amount so payable from money otherwise to the Seller, under this or any other Contract. Any question of dispute as to the commission of any offence, under the present clause, shall be settled by the Purchaser, in such a manner and on such evidence or information as may be thought fit and sufficient and his decision shall be final and conclusive in the matter.

26.0. **Legal Interpretation:**

The Contract shall be governed by the Laws in India for the time being in force. To interpret all the Commercial Terms and Abbreviations used in the Contract, which have not been otherwise defined, the rules of **"INCOTERMS 2010"** shall be applied, unless and otherwise agreed by both the parties.

27.0. **Arbitration :**

All disputes or differences, whatsoever arising between the parties, out of or relating to the construction, meaning and operation or effect of this Contract, or the branch thereof, shall be settled by Arbitration, in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof, shall be binding on the parties.

28.0. **Set-off Clause :**

Payment shall be subject to deduction of any amount, for which the Seller is liable under this Contract or any other Contract, in respect of which the Bharat Heavy Electricals Ltd., Tiruchirapalli - 620 014, Tamil Nadu, India, is the Purchaser.

TERMS AND CONDITIONS OF ENQUIRY

1.0 OFFER

1.1 Each Tender shall be sent in double cover. Inner cover shall be sealed with Tenderer's distinctive seal and super scribed with correct Enquiry No. and Enquiry Due Date. The Outer cover shall only bear the address of this Office and shall not have any indication that a Tender is within. Two or more Offers shall not be sent in one cover but the Offer against each Enquiry shall be sent separately to avoid confusion. Tender shall not be addressed to any individual's name but only by Designation.

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

1.3 Rate(s) shall be net F.O.R./BHEL-SSTP STORES, inclusive of risk in transit and remain valid for 60 days from the Enquiry Due/other Taxes/Duties.

1.4 If any Sales Tax and/ or Excise Duty and/ or other Taxes/Duties is/are payable as extra to the quoted Rate, it shall be specifically stated in offer, failing which the Purchaser will not be liable for payment of Sales/Excise Duty/other Taxes/Duties.

1.5 No voluntary revision of prices will be entertained after opening the Tender(s).

1.6 Manufacturer's Name, Trade Mark or Patent No., if any, shall be specified. Illustrative leaflets giving technical particulars are required along with the Offer, wherever necessary.

1.7 Products with I.S.I. Certification Marks will be preferred.

1.8 The Purchaser shall be under no obligation to accept the Lowest Tender or any other Tender. The Purchaser shall be entitled to accept or reject any Tender, in part or full, without assigning any reason whatsoever.

1.9 The Purchaser also reserves the right to allow the Purchase Preference Facilities to the Public Enterprises, as admissible under Government Policy and Amendments thereto from time to time.

1.10 BHEL reserves the right to increase or decrease the Tender Quantity and split the Tender Quantity among more than one Tenderer and place Orders accordingly in proportion, based on commitment, requirement and Supplier's capability in terms of delivery and quality.

1.11 Lowest Rate received against Tender(s) need not be the technically acceptable L-1 Rate and BHEL reserves the right not to consider the same.

1.12 BHEL reserves the right to negotiable or re-float the opened Tender, if L-1 rate is not the lowest acceptable rate to them, inter-alia other reasons.

1.13 BHEL reserves the right to negotiate the L-1 Rate.

1.14 BHEL may order more than one Vendor at the lowest acceptable Rate.

2.0 **SAMPLES**: Wherever possible, samples shall be submitted separately whether specifically requested or not, so as to reach the Purchaser on or before the Enquiry Due Date. They shall be clearly marked with the Enquiry No. and Enquiry Date, on the cover to facilitate identification.

3.0 **PACKING AND MARKING**: The Seller shall arrange for securely protecting and packing the stores to avoid loss or damage during transit.

4.0 **TERMS OF PAYMENT**: 100% Payment will be made after 45 days of receipt & acceptance of materials at BHEL. Wherever required by the Purchaser, the successful Tenderer must send the Operation and maintenance Manual(s), Test Certificate(s), Drawing(s) etc., for the materials ordered, along with the materials and a statement to that effect shall be made in the invoice. Failure to comply with this provision, will result in delay in payment of the Bill(s), Goods dispatched either by V.P.P. or routing the documents through Bank, will not be accepted unless agreed to by the Purchaser.

5.0 **LIQUIDATED DAMAGES**: It is clearly understood among the parties to the Contract that TIME IS THE ESSENCE OF THE CONTRACT. Therefore, the delivery of the goods specified in the Purchase Order shall be made within the time prescribed. Where the Seller supplies or despatches the goods, beyond the delivery period specified, and the Purchaser will have no obligation to accept the goods. If accepted, Liquidated Damages at the rate of 0.5% (Zero point five Percent) of the order value , per week of delay, subject to a maximum of 10% (Ten Percent) or part thereof, will be levied without prejudice to any other relie for compensation due to the Purchaser under any other conditions of the Contract.

6.0 **RISK PURCHASE**: Alternatively, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase elsewhere at the risk and cost of Seller, either the whole of the goods or any part, which the Seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available the best and nearest available substitute thereof. The Seller shall be liable for any loss, which the Purchaser may sustain by reason of such Risk Purchase(s), in addition to penalty at the rate mentioned in Clause No.05 above.

7.0 **CENVAT CREDIT**:

7.1 Please explicitly indicate the following in the Offer to enable us to avail CENVAT Credit.

7.1.2 Central Excise Chapter Heading Number, under which the goods will be cleared and Present Rate of Excise Duty.

7.2 In the event of an Order being placed, Excise Duty will be reimbursed only based on the Duplicate Copy EXCISE INVOICE (Transporters Copy), Seller shall take acknowledgement from the authorized personnel/transporter, while delivering the goods, for having handed over the above Duplicate Copy.

7.3 If the Seller is a First Stage Dealer/Second Stage Dealer/Depot/Consignment Agent/Importer/Importer-Agent, the Seller has to confirm that the will be following the procedures in terms of the provisions of Central Excise Rule s-2002 to enable BHEL to avail CENVAT Credit, under CENVAT Credit Rules-2002.

7.4 All the time of submission of Invoice(s), the Seller is required to furnish the following Certificate.

The Amount of Rs. (Rupees in words.) claimed as CENVAT in the Bill is in accordance with the provisions of the Rules in all respects and that the same has been paid to the Central Excise Authorities in respect of the materials covered by the Bill.

8.0 **GENERAL**: Any other conditions which might have been quoted by the Seller and are in contravention to the Terms prescribed in the Tender/Order and which have not been specifically accepted by the Purchaser, will not be applicable to the Contract and BHELs standard Terms and Conditions shall only be applicable.

9.0 **IMPORTANT NOTE**:

9.1 In the event of quoting Packing and Forwarding charges extra in the offer, the Packing charges and Forwarding charges shall be separately quoted and shall not be combined. Also please note that no Excise Duty and Sales Tax shall be payable on Forwarding charges. In case this is not complied with, corresponding Excise Duty and Sales Tax on packing charges will not be paid.

9.2 Tenderer is requested to furnish all the details called for in the Tender. In case any required data/information is / are not furnished in the Offer, Purchaser reserves the right to assume the same for the purpose of evaluation/comparison and decide the Tender accordingly.

<u>10.0 **Important Note to MSE Vendors**:</u>

10.1 20% of the tender quantity is earmarked for MSE suppliers in the tender.

10.2 Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be for procurement from MSE owned by SC/ST entrepreneurs.

10.3 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, the supply shall be shared proportionately.

10.4 MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity five years from the date of issue with CA certificate (Format enclose) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM IIs over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission.

10.5 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.

Processflow of OPEN TENDER

Module	Steps	Remarks
Supplier Registration	Supplier visits EPS at https://bheleps.buyjunction.in. Clicks "NEW SUPPLIER" button for registration. Fills up the Registration form. **REGISTERED SUPPLIERS :** For registered suppliers, they can select the ENLISTED option & complete their registration with their existing vendor code. **UNREGISTERED SUPPLIERS :** For un-registered suppliers, they can select the INTERESTED option & complete their registration with their preferred Login Code.	
	Supplier maps their digital certificate at the time of registration.	
Authentication of registration	MJunction will ensure Authentication of vendor registration as PAN BHEL basis.	
Bid Submission	Supplier will login using his/her login ID & password	
	View the RFQs under OPEN TENDER section	
	Suppliers will show their INTEREST to participate	
	Respond to RFQ	
	Upload details of TENDER FEE & EMD with the valid document proof (as attachment)	
	Uploads Pre-qualification docs, Fills Techno-commercial & Price template	
	Submits Quotation	

Part I Opening & Evaluation

2. Registration of Suppliers and Flow.

unregistered Supplier: Supplier visits EPS at https://bheleps.buyjunction.in

a. Supplier visits EPS at https://bheleps.buyjunction.in
b. Clicks "REGISTER" for registration
c. Fills up the Registration Page form
d. MJ will ensure Authentication of Registration [1]
e. Supplier logs in with the ID and password
f. Supplier Maps the signing Certificate
g. MJ will ensure the authentication the signing certificate [1].
h. Supplier Logs in to the system again and views the RFQ
i. Supplier Attaches himself to the RFQ by clicking the Interested button
j. Supplier fills the bid template and makes necessary attachments
k. Supplier submits his bid by clicking CONFIRM.

NB:-

[1] -- BHEL Administrator or user will have no role for approving Registration and Open Tenders and DSC for Any supplier who has registered himself from the front END which is in case of OT.

- ***For registered Supplier***:
    - Supplier visits EPS home page
    - Supplier signs in with his/her user id and password
    - Selects the RFQ Code and views it.
    - Attaches himself to the RFQ by clicking the Interested button
    - Supplier fills the bid template and makes necessary attachments
    - Supplier submits his bid by clicking CONFIRM.

12. Consolidated Flow Diagram of OT process