BHARAT HEAVY ELECTRICALS LIMITED

MM/RM/PURCHASE/PIPES
BHEL / TRICHY-620 014.

ANNEXURE-B
OT/ ENQ NO- 1201700010

Enquiry Terms & Conditions for Supply of ERW/SAW (WELDED) PIPES TO SPEC API5LGRB

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
01.	**Material specification:** Supply shall be made strictly as per Specifications (**API5LGRB**) mentioned in the enquiry.	
02.	**Specification, Size & Quantity:** a) All Pipes are to be supplied fully meeting the specification **API5LGRB** & **TDC: 109/Rev 02**. b) We accept welded (**Long seam / Spiral)** Pipes to spec API5LGRB in the length of **10,000 mm** only. c) No payment will be made for length tolerance. d) Offer less than enquired length is not acceptable. e) Supply shall be as per our TDC 0:109/REV 02 and clause by clause confirmation is required. 1. VCI pellets shall be provided inside, after thorough cleaning. 2. End caps must be provided on all the pipes. **f)** Specification, size and quantity shall be as given in enquiry. g) 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.	
03.	**Pre-Qualification Requirement (PQR)** ***In addition to the TDC: 109/Rev 02 requirements, suppliers shall meet the below Pre-Qualification Requirements (PQR). The offers of the suppliers who fail to do so will be liable for rejection*** **Pre-Qualification Requirements (PQR) for the procurement of Seamless/ Welded API 5L Gr B Pipes (As per TDC:0:109 Rev 02)** **A.) Organizational Capability:** 1. Offer from traders and stockists are not acceptable and will not be considered for evaluation. Supplier to indicate the nature of the firm. 2. Suppliers without basic in-house manufacturing facilities shall not be considered for evaluation. 3. If the supplier is not having steel making facility, then source of raw material for the manufacturing shall 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, 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 supplier facility report (Format enclosed). 7. BHEL/End customer reserve the right to inspect the item ordered at any stage at supplier's works and if found not meeting the stipulated conditions, material is liable for rejection. 8. BHEL/End customer reserves the right to inspect the first lot of materials at supplier's works for giving clearance before bulk production.	

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	9. Supplier's mill shall have a valid license to use API 5L Gr B PSL-2 Monogram during bidding, manufacturing and dispatch of the pipes. Supplier shall submit a copy of the valid API license during bidding. **B.) <u>Technical Competence:</u>** 1. Point by point confirmation to the TDC requirements is mandatory for consideration of the offer. 2. Suppliers shall submit the list of facilities available at the mill (Raw material to finished product) & manufacturing quality plan to meet the TDC requirements along with technical bid. 3. Suppliers shall submit the experienced manpower details specific to Manufacturing, Quality, Welding, Heat treatment and NDE requirements. 4. Suppliers shall engage qualified welders & NDE operators. **C.) <u>Past Experience/ Performance: (Not applicable for the suppliers already permanently registered with BHEL/Trichy for the tendered items)</u>** 1. Suppliers shall indicate their annual installed capacity for the tendered specification & it shall be more than the tendered quantity. 2. Details of supplies made in recent past detailing the quantity, Specification, size & customer details, year of supply along with the unpriced PO copies, proof of supply (such as invoice / bill of lading copies and sample test certificates) covering minimum and maximum sizes for the tendered specification shall be submitted. **D.) <u>Financial Soundness: (Not applicable for the suppliers already permanently registered with BHEL/Trichy for the tendered items)</u>** 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. **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 Requirements/Criteria. BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.**	
04.	**<u>MICRO AND SMALL ENTERPRISES (MSE) VENDOR:</u>** **i)** 20% of the tendered quantity is earmarked for MSE suppliers in this tender. **ii)** Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s. **iii.)** 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 equally. **iv.)** MSE suppliers can avail the intended benefits only if they submit along with the offer, the following documents: a) attested copies of either EM II certificate having deemed validity (**five years** from the date of issue in acknowledgement in EM II) or valid **NSIC certificate** or **EM II certificate** along with attested copy of a **CA certificate** (Format enclosed as per Annexure I where deemed validity of EM II certificate **of five years** have expired) applicable for the **relevant financial year** (latest audited). b) 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 bids at par with other bidders. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. c) All these documents to be submitted through e-procurement portal. d) Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.	

v.) 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.

vi.) In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system, tendered quantity being low etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

10.1
a. 20% of the tendered quantity is earmarked for MSE suppliers in this tender. The earmarked 20% quantity will be counter offered to the MSE vendors whose rate is within L1+15% band & up to H1 of MSE. In case of non-acceptance of the counter offering of 20% reservation to MSE vendors, the total tender quantity will be ordered as mentioned in **10.1 (c).**

For the balance 80% of the tendered quantity, BHEL reserves the right to order the tender quantity 100% on L1 vendor. Counter offering of L1 rate will not be made with any H1 vendor of Non-MSE

b. If L1 is from a Micro / Small enterprise, the 20% earmarking provision is not applicable.

c. If there is no response form MSE vendors the above split up of 10.1 (a) & 10.1 (b) will not be applicable and the total tender quantity will be place on L1 vendors.

10.2
In case of tender item is non-split able or non-divisible etc., MSE quoting price within price band L1+15% may be awarded for full/complete supply.

10.3
In case due to the peculiar nature of the procurement such as import substitution, product development to CPSUs, non-feasibility to break up size of the order etc., MSE quoting price within price band L1+15% may be awarded more than 20% or upto 100% of supplies to the micro and small enterprises who could match L1 price where L1 is quoted by other than micro and small enterprises. For full/complete supply.

05 **Online Supplier Registration:**
All vendors who are not registered vendor of BHEL, Trichy for the tendered specification may also submit duly filled-in Supplier Registration form (SRF) through online portal http://www.supplier.bhel.in and submit all relevant documents as required.

06 **Offer Submission:**

- Offer is to be submitted in **TWO part bids system** (Technical bid + Price bid) in the E-Procurement portal (**https://bheleps.buyjunction.in**)
- Scan copy of the filled Annexure-A, 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://bheleps.buyjunction.in
  http://tenders.gov.in
  http://eprocure.gov.in
- After the scrutiny of PQR & technical bids, the price bids of only techno-commercially qualified offers shall be opened with prior intimation.

07 **Authorization for participation in EPS portal through DSC:**

i) E-Tender Participation requirements
Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (**https://bheleps.buyjunction.in**). 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.

ii) 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/.**

iii) **For Indian agent**
In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.

Please intimate the authorized person name, Mail ID for registering DSC with BHEL to participate in E-Tenders

iv) The suppliers has to indicate the **name of the mill person & agent, Contact no, email IDs**, who is responsible for bid submission & further clarification query.

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08 — **Validity:** Offer/Price validity of **60 days is required** after the price bid opening in case you are technically and commercially qualified.

09 — **Delivery**:
The offer shall clearly indicate delivery period in **fixed number of weeks / Months** from the date of Purchase Order.

10. — **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 ED, CST/VAT etc. are to be indicated clearly. The offer will be evaluated on total landed cost to BHEL Trichy.

c) Service tax, Octroi, Entry tax etc. to be indicated in offer and is payable extra only on submission of documentary proof.

d) CENVAT CREDIT: If any excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tenderer is availing CENVAT credit for this input material, the effect of preformed credit should be passed on to the purchaser. Tenderer under CENVAT shall be preferred.

e) The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch.

f) For interstate supplies C-Form will be issued.

B. IMPORTS:

- Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner in Liner Out) basis.
- Port of loading should be indicated without fail.
- Port of discharge should be Chennai.
- The preferred shipment mode "**Containerized Cargo** or **Break Bulk**" shall be specified clearly in the offer.

FOR CFR INCO TERMS – CONTAINERIZED CARGO

a.) 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. 14 FREE DAYS FOR Container detention shall be provided. 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.

b.) In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable".

c.) Place of delivery – INTVT6 – CONCOR ICD should be clearly specified in the Bill of Lading.

d.) The place of delivery "CONCOR INTVT6" should be mentioned in BL and the charges for the inland transportation of Containers (Chennai Port to CONCOR INTVT6) shall be borne by Supplier by inclusion of same in the CFR rate.

e.) In the case of non-acceptance of any Supplier to include the charges for the inland transportation of Containers (Chennai Port to CONCOR INTVT6), the same shall be paid by BHEL. But an amount of INR 300 per MT (in equivalent foreign currency as per the SBI TT selling exchange rate prevailing on the date of opening of technical bid) shall be loaded while commercial evaluation of the offer.
However the Supplier shall ensure that the place of delivery "CONCOR INTVT6" is mentioned in BL

BREAKBULK CARGO

a.) For CFR terms, moved through BREAK BULK BASIS (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.

b.) The place of delivery "CONCOR INTVT6" need not be mentioned in BL. The materials will be Custom cleared from Port itself.

11. — **Transport Conditions for Import:**

The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment.

a. In the event of delayed submission of documents by the supplier, an amount up to 5% of the invoice value will be retained towards demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice.

b. 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".

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c. Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading.

Confirmation to the above is required to ensure avoidance of demurrage & detention charges at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.

12. <u>**Payment terms:**</u>

A. <u>**Indigenous:**</u>

i) BHEL Payment term is 100% direct EFT payment after 45 days from the date of receipt and acceptance of materials.

ii) The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Challan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department.

iii) 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.

iv) Payment through bank is not preferred. In case of payment through bank is opted by supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of goods to site/stores with consignee copy attached. In this case loading will be 3% on the offered value.

v) Offers of indigenous Suppliers with payment terms as LC / Advance Payment are liable for rejection.

B. <u>**Imports:**</u>

i) 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.

ii) **Vendors supplying for first time to BHEL** (for the tendered specification), the payment will be made after 45 days of receipt and acceptance of materials after testing at BHEL Lab. In case of 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.

ii) 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.

iii) 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.

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 to supplier's account.

- In the case of Usance LC with 45 days credit, the loading will be considered @ 1.5% on the offered Value. Due date for payment will be considered from the date of receipt of documents at BHEL bank, as specified in PO.
- For LC at sight the loading will be considered @ 3.5% on the offered Value.
- Normally CAD at sight and Confirmed LCs are liable for rejection.

13. <u>**Liquidated Damage (Indigenous & Imports):**</u>

1. **LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.**
2. 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).
3. a) IMPORT: For CFR terms, BL date will be considered for LD calculation.

   b) INDIGENOUS: For "FOR Delivery terms", Lorry way bill date will be taken for LD calculation.

14. <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.

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15.	**Performance Bank Guarantee :** The Bidder, in the event of an order, should furnish a bank Guarantee from BHEL's consortium banks (List attached) or counter – guaranty by vendor's bank to BHEL's consortium banks, at no extra cost to BHEL, in a proforma prescribed by BHEL, provided along with the order, for an amount equivalent to 10% of the contract value. The BG shall be valid for period of 18 months from the date of last shipment or 12 months from the date of receipt / acceptance at BHEL, Trichy whichever is later, with a claim period of two months. **PBG shall be strictly as per BHEL format and to be submitted before the dispatch/shipping of the materials.**	
16.	**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).	
17	**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.	
18	**Comprehensive Economic Partnership Agreement (CEPA):** Foreign suppliers shall ensure that the benefits as applicable under comprehensive economic partnership agreement (CEPA) with government of India are disclosed in the bid and relevant documents such as certificate of country of origin, issued by the appropriate authority in the country of exports, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of seller failing to provide appropriate documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.	
19	**Role of Agents** a. BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders. b. 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 list of banned firms is available on BHEL website www.bhel.com. 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.	
20.	**Agency Commission :** ➢ 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 and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract. ➢ It overseas principal has any tie-up with any third party in respect of agency commission it should be declared while submitting offers. ➢ **Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer, if not made available earlier.** ➢ For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of order will be taken.	
21.	**Evaluation Criteria:** The offers of both import vendors and indigenous vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation details with respect to the import & indigenous vendors is detailed below: **I) Indigenous Vendors** **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. Excise Duty, CST or VAT on (BASE PRICE+ED) and any other charges quoted by indigenous vendors will be added to the base price. 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 ED, VAT & Service Tax, hence the same is excluded for arriving at the landed cost. **II) Import Vendors** **Total Landed cost = CFR Rate in INR (A) + Loading for inland transportation of Containers to CONCOR INTVT6 (B)+ Applicable Duties (C) + Incidental Charges (D) + Loading for Container Shipment (E) + Loading for payment term & LD (F)** A. Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner In Liner Out) basis in foreign currency, which will be converted to INR by multiplying with the Exchange rate (SBI TT Selling rate) as on the technical bid opening date.	

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	B. Loading for non-acceptance to Inland transportation from Chennai port to CONCOR INTVT6 C. Customs duty and any other duty as applicable will be added to the INR price. D. The incidental charge inclusive of Insurance, port handling charges & actual freight charges for movement from Chennai port to BHEL, Trichy. E. In case of shipment through containers, If 14 free days for Container detention is not provided in the offer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost. F. Loading for payment terms & Non-acceptance of Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost.	
22.	**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) Mill TCs should be provided along with dispatch of pipes. **Two sets** of original and **one** copy of all such TCs are to be provided to BHEL, TRICHY. c) Acceptance of Test Certificates by BHEL before dispatch is must. d) We require the shipment of the pipes to be as per the dates mentioned against the individual items in the enquiry. e) Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. f) Confirmation for partial ordering to be indicated in the offer itself. g) No revision of prices will be entertained after the tenders are opened. h) For the evaluation purposes, exchange rate (TT selling rate of SBI) as on schedule date of tender opening (Part I, i.e technical bid, in case of two part bid) shall be considered. i) BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed. j) 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. k) 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. l) 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. m) Offer will be evaluated **on individual item basis.** **n) Reverse auction will not be conducted for this enquiry.** o) Suppliers to ensure the safe transportation at the time of loading of pipes. q) Telescope loading is not acceptable. r) L1 will be arrived based on Landed cost to BHEL- Trichy. s) No payment will be made for the excess quantity / length. t) Quotes for shorter length pipes are liable for rejection and quotes for lengths exceeding the tender requirement may be evaluated suitably during technical evaluation. u) 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 v) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. w) Offer should be submitted only as per Unit of Measurement (UOM) specified in enquiry (per meter basis). x) 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.	

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y) The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://bheleps.buyjunction.in. The bidder would be required to register on the e-procurement market place https://bheleps.buyjunction.in and submit their bids online. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.

23 **Fraud Prevention Policy**

"The bidder along with its associate/collaborators/sub-contractors /consultants/service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website htpp://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."

24 **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.

25 **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

26 **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.

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.

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.

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

27 **Integrity Pact (IP):** Signed Integrity pact should be furnished along with the offer. Offers without signed IP will not be considered for evaluation. IP should be signed by authorized official of the bidder / Vendor / Contractor.

28 **Enclosures:**

a) Enquiry
b) TDC/TDG
c) PBG Format
d) NDA Format
e) List of consortium banks
f) SIPP
g) Integrity Pact

(On behalf of BHEL)	**SIGNED BY MANUFACTURER / MILL** Name of Mill: Designation / Department: Seal & Signature