**BHARAT HEAVY ELECTRICALS LIMITED**
**MM/RM/PURCHASE/PIPES**
**BHEL / TRICHY-620 014.**

**ANNEXURE-B**
**OT/ ENQ NO-1202000002**

**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).***

<table>
<tr><th>Sl No</th><th>BHEL Requirements</th><th>Supplier Comments</th></tr>
<tr><td>01.</td><td><u>Material specification:</u><br>Supply shall be made strictly as per Specifications (API5LGRB- PSL 2) mentioned in the enquiry.</td><td></td></tr>
<tr><td>02.</td><td><u>Specification, Size & Quantity:</u><br>a) All Pipes are to be supplied fully meeting the specification API5LGRB PSL 2 & TDC: 109/Rev 02.<br>b) We accept welded (Long seam / Spiral) Pipes of spec API5LGRB PSL 2 in the length of 10,000 mm only.<br>c) No payment will be made for the positive length tolerance in supply.<br>d) Offers for less than required length of 10,000 mm is not acceptable.<br>e) Painting Scheme of pipe should be as mentioned below.<br>
<table>
<tr><th>Description</th><th>Painting scheme</th></tr>
<tr><td>ERW PIPE OD 508.00 x 12.70 - API5LGRB</td><td>As per Annexure-2 attached</td></tr>
<tr><td>ERW PIPE DIA 914.40 X 10.00 - API5LGRB</td><td>As per TDC:0:109 Rev 02.</td></tr>
</table>
f) Specification, size and quantity shall be as given in enquiry.<br>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.</td><td></td></tr>
<tr><td>03.</td><td><u>Pre-Qualification Requirement (PQR) –</u><br>In addition to the TDC: 109 Rev 02 requirements, suppliers shall meet the Pre-Qualification Requirements (PQR). The offers of the suppliers who fail to do so will be liable for rejection. <u>Pre-Qualification Requirements (PQR) is attached separately.- Annexure-1</u></td><td></td></tr>
<tr><td>04.</td><td><u>Make in India: -</u><br>For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT.<br><br>In the event of any Nodal Ministry prescribing higher or lower percentage of purchase and / or local content in respect of this procurement, same shall be applicable.”</td><td></td></tr>
<tr><td>05.</td><td><u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u><br>(Subject to participating MSE vendors should meet the tender requirements of BHEL)<br>➢ 25% of the tendered quantity is earmarked for MSE suppliers in this tender.<br>➢ Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs and 3% shall be earmarked for procurement from MSE owned by women.<br>➢ 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.<br>➢ MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either valid EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or valid NSIC</td><td></td></tr>
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| | certificate or UAM certificate along with attested copy of a CA certificate 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.<br>➢ 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.<br>➢ 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 etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the L1+15% band.<br>➢ If the L1 vendor happens to be a MSE vendor against any item code, then 100% of the qty (for the respective item code) shall be proposed to order on the L1 (MSE) vendor, even though there may be other MSE vendors within the "L1+15%" price band.<br>➢ **Payment for MSE Indigenous vendors will be as per MSMED act, 2006** | |
| **06.** | **Online Supplier Registration:**<br>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. | |
| **07.** | **Offer Submission:**<br>➢ Offer is to be submitted in **TWO part bids system** (Technical bid + Price bid) in the E-Procurement portal. Scan copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal.<br>➢ The offer is to be submitted within **2.00 P.M** on or before the due date.<br>➢ 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,<br>**https://bhel.abcprocure.com**<br>**http://tenders.gov.in**<br>**http://eprocure.gov.in**<br>➢ After the scrutiny of PQR & technical bids, the price bids of only techno-commercially qualified offers shall be opened with prior intimation. | |
| **08.** | **Authorization for participation in EPS portal through DSC:**<br>i) **E-Tender Participation requirements**<br><br>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://bhel.abcprocure.com** 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.<br><br>ii) **For Foreign Principal**<br><br>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/.**<br><br>iii) **For Indian Agent**<br>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 be binding on Principal and is legally valid.<br><br>**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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| **09.** | **Validity:** Offer/Price validity of **60 days is required** after the price bid opening in case you are technically and commercially qualified. | |
| **10.** | **Delivery**:<br>The offer shall clearly indicate delivery period in **fixed number of Months** from the date of Purchase Order. | |
| **11.** | **Terms of Delivery:**<br>**A. INDIGENOUS:**<br><br>a) Bidders should submit their offer for **FOR Destination - BHEL Stores, Trichy as indicated below.** The above quote should be inclusive of all charges, including testing, packing & forwarding, inspection etc.<br><br>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.<br>c) Any other Tax are to be indicated in offer and is payable extra only on submission of documentary proof.<br><br>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.<br><br>e) The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch.<br>**Information for Indigenous suppliers:**<br>*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.*<br><br>*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.*<br><br>*3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).*<br><br>*4. **Invoices** will be processed only upon completion of statutory requirement and further subject to following:*<br>*a. Vendor declaring such invoice in Form GST ANX-1*<br>*b. Receipt of Goods or Services and Tax invoice by BHEL*<br><br>*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).*<br><br>*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.*<br><br>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*<br><br>*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.*

*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*

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

- 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.

**<u>FOR CFR INCO TERMS – CONTAINERIZED CARGO</u>**

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".

**<u>BREAK BULK CARGO (Applicable only for Japanese Suppliers)</u>**

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 materials will be Custom cleared from Port itself.

**<u>INFORMATION TO IMPORT SUPPLIERS:</u>**

Indian customs has imposed, a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter)

a.) The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, and Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.

b.) Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to:
   (i) Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival
   (ii) Discrepancy in documents
   (iii) Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port)

All the shipments for the contracts (POs) finalized on CFR -Chennai basis

(i) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.

(ii) The detention/demurrage charges arising due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only.

(iii) Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at

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| | final port of discharge will not be borne by BHEL.<br>(iv) The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are:<br>a. CIC - Container Imbalance Charges/Surcharges<br>b. EIC - Equipment Imbalance Charge/Surcharges<br>c. CAF - Container/Currency Adjustment Factor<br>d. BAF - Bunker adjustment Factor<br>e. RDS - Rupee Depreciation Surcharge<br>f. CDS - Currency Depreciation Surcharge | |
| 12. | <u>**Transport Conditions for Import:**</u><br><br>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.<br><br>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.<br><br>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".<br><br>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.<br>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. | |
| 13. | <u>**Payment terms:**</u><br>**A. Indigenous:**<br>a) BHEL Payment term is 100% direct EFT payment after **60 days** from the date of receipt and acceptance of materials. | |
| | **B. Imports:**<br>i) BHEL Payment term is 100% payment on CAD basis after **60 days** from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account. | |
| | ii) If supplier insists for LC, only Usance LC with **60 days' credit** will be opened one month prior to material readiness, further loading will be considered @ 1.5% on the offered Value. 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. | |
| | **New Suppliers:**<br>For new suppliers not registered with BHEL, Trichy for the product, Payment shall be made **60 days after** receipt and acceptance of materials.<br>**In case of foreign supplier**, first lot of mutually agreed quantity shall be supplied with payment as **CAD basis after 60** days from the date of receipt & acceptance of material.<br>If insisted for LC, after acceptance of first lot, ***only Usance LC with 60*** days credit will be opened one month prior to material readiness.<br>Payment for MSE Indigenous vendors will be as per MSMED Act, 2006. | |
| 14. | <u>**Liquidated Damage (Indigenous & Imports):**</u><br>**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.<br>b) INDIGENOUS: For **"**FOR Delivery terms", Lorry way bill date will be taken for LD calculation.<br>***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.*** | |

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| 15. | **Risk Purchase clause:**<br>BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance. | |
| 16. | **Patent Right**<br>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. | |
| 15. | **Comprehensive Economic Partnership Agreement (CEPA):** | |

| PARTICULARS TO BE FURNISHED BY FOREIGN VENDORS FOR EVALUATION OF BIDS WITH CUSTOMS DUTY BENEFIT | VENDOR COMMENTS |
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| A. Whether CEPA or any other agreement/treaty between respective Governments/Countries exists and the same is applicable for your supplies w.r.t this Enquired Items/tender. | YES / NO |
| B. If yes, mention the Concessional Customs Duty (Such Duty Benefits) | % |
| C. Documentary proof for the applicable Concessional Customs Duty (eg. CEPA or other agreement) shall be submitted along with the Part-1 bid. | SUBMITTED/NOT SUBMITTED |
| D. Relevant documents to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents. | CONFIRMED/NOT CONFIRMED |
| E. In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account. | CONFIRMED/NOT CONFIRMED |
| Note: Evaluation of the Price bids will be based on the above details only and unless mentioned/furnished by the vendor, Customs Duty benefit will not be applied for evaluation purposes. | |

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| 18. | **Role of Agents**<br>a. BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.<br>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.<br>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. | |
| 19. | **Agency Commission:**<br>➢ 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.<br>➢ It overseas principal has any tie-up with any third party in respect of agency commission it should be declared while submitting offers.<br>➢ **Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer, if not made available earlier**.<br>➢ For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of order will be taken. | |
| 20. | **Evaluation Criteria:**<br>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:<br>**Indigenous Vendors**<br>**Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term & LD (C) – Applicable input tax credit (D)**<br>A. Indigenous vendors submit offers on Free on Road (**FOR), Trichy** in INR.<br>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.<br><br>D. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost.<br><br>**<u>Import Vendors</u>**<br>**Total Landed cost = CFR Rate in INR (A) + Applicable Duties (B) + Incidental Charges (C) + Actual Freight charges from Chennai Port to Trichy + Loading for Container Shipment (D) + Loading for payment term & LD (E)**<br><br>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.<br><br>B. Customs duty, IGST, CUSTOM CESS, Safe guard duty (as per the notification No 02/2014-Customs (SG) dated 13th August 2014) and antidumping duty (as per the notification No 18/2016-Customs (ADD) dated 17.05.2016) as applicable will be added to the INR price.<br><br>C. The incidental charge (inclusive of Insurance & port handling charges) and **actual freight charges** for movement from Chennai port to BHEL, Trichy.<br><br>D. 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.<br><br>E. Loading for payment terms & Non-acceptance of Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost. | |
| **21.** | **<u>General condition:</u>**<br>h) 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.<br>i) Corresponding 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.<br><br>j) Acceptance of Test Certificates by BHEL before dispatch is must.<br><br>k) We require the shipment of the pipes to be as per the dates mentioned against the individual items in the enquiry.<br><br>l) Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty.<br><br>m) Confirmation for partial ordering to be indicated in the offer itself.<br><br>n) No revision of prices will be entertained after the tenders are opened.<br><br>o) 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.<br><br>p) BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.<br><br>q) 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.<br><br>r) 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.<br><br>s) 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.<br><br>t) Offer will be evaluated **on individual item basis.**<br><br>u) L1 will be arrived based on Landed cost to BHEL- Trichy.<br><br>v) No payment will be made for the excess quantity / length.<br><br>w) Quotes for shorter length pipes are liable for rejection and quotes for lengths exceeding the tender requirement may be evaluated suitably during technical evaluation. | |

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| | x) 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<br><br>y) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.<br><br>z) Offer should be submitted only as per Unit of Measurement (UOM) specified in enquiry (**per meter basis**).<br><br>aa) Telescopic loading if pipes (i.e. Pipes within pipes) should be avoided<br><br>bb) 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.<br><br>cc) The bidder shall submit his response through bid submission to the tender on e-procurement platform at **https:// bhel.abcprocure.com**. The bidder would be required to register on the e-procurement market place **https:// bhel.abcprocure.com** and submit their bids online. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. | |
| **22.** | **<u>Fraud Prevention Policy</u>**<br>"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." | |
| **23.** | **<u>Cartel Formation:</u>**<br>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. | |
| **24.** | **<u>Resolution of Disputes:</u>**<br>a. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to the interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.<br><br>b. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.<br><br>c. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Trichy (the place from which the Contract is issued)<br><br>d. The cost of arbitration shall be borne as per the award of the Arbitrator.<br><br>e. Subject to the arbitration in terms of clause as above, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.<br><br>f. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.<br><br>g. In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:<br><br>**h.** In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator | |

**25.** **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

**26.** **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.

| Sl No. | IEM | Address | Phone & Email |
|---|---|---|---|
| 1 | Shri Arun Chandra Verma, IPS (Retd.) | Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.) | Ph: +91 8130386387 acverma1@gmail.com |
| 2 | Shri Virendra Bahadur Singh, IPS (Retd.) | H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010 | Ph: +91 8853760730 9818377360 vbsinghips@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 IEM(s). All correspondence with the IEMs shall be done through email only.

**NOTE:**

No routine correspondence shall be addressed to the lEM (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: M. Deeban Kumar / SR. Engr
Deptt: MM/Purchase/Pipes
Address: 4th Floor, 24 Building,
HPBP, BHEL, Trichy- 620014
Email: deeban@bhel.in
Phone: 0431-257-7415

(2)
Name: S. Anand Kumar
Deptt: MM/Purchase/Pipes
Address: 4th Floor, 24 Building
HPBP, BHEL, Trichy-620014
Email: sak@bhel.in
Phone: 0431-257-5215

**Reverse Auction Terms and Conditions**

"*BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.*

*Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).*

*The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.*

*If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).*"

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':
*"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"*


**SIGNED BY MANUFACTURER / MILL**

Name of Mill:

Designation / Department:

Seal & Signature

**PAINTING SCHEDULE IS ATTACHED HEREWITH.**

## ANNEXURE-2

**PAINTING SCHEME**

**WELDED PIPES TO SPECIFICATION API5LGRB AND AS PER OUR TDC 0:109/REV 02 IN THE LENGTH OF 10000 MM.**

**BOTH LONGSEAM AND SPIRAL WELDED PIPES ACCEPTABLE. PIPE DIA 508 X 12.7 API5LGRB PIPES SHOULD BE PAINTED AS BELOW.**

| Surface Preparation & Surface Profile | Primer coat | | Intermediate Coat | | Finish coat | | | Total DFT µ (min) |
|---|---|---|---|---|---|---|---|---|
| | Paint | No. of Coats / DFT | Paint | No. of coats / DFT | Paint | No. of coats/ DFT | Shade | |
| SSPC-SP3/ Power Tool Cleaning | Red Oxide Zinc phosphate Primer (Alkyd Base) to IS 12744 | 1/ DFT= 30µm per coat | -- | -- | Synthetic Enamel paint (Long Oil Alkyd) to IS 2932 | 2/ DFT= 20µm per coat | Smoke Grey Shade No: 692 of IS 5 | 70 |