



BHARAT HEAVY ELECTRICALS LTD

Seamless Steel Tube Plant (SSTP),
Trichy - 620 014, India
GENERAL TERMS AND CONDITIONS

Enquiry Reference:

1. QUOTATIONS:

- a. **BID system:** Offers are invited as per the BIFAT mentioned in "Confirmation to the Terms and Conditions/Annexure B&C" attached.
- i. ~~Two part bid:~~ The offers are invited in Two part bid system (Part I will be Techno-commercial bid and part II will be Price Bid). Techno-commercially suitable vendors alone will be intimated for price bid opening.
- ii. Single part bid: The offers are invited in Single part bid system (Price Bid alone). The vendor shall confirm to all of BHEL's technical & commercial conditions.

b. **Submission of tender:**

- i. Tender called through e-Procurement mode: The bidder shall submit the bid online in BHEL e-Procurement portal at <https://eprocurebhel.co.in>

The bidder would be required to register on the above e-procurement portal for submitting their bids. Offers through mail and Hardcopies are not acceptable.

ii. ~~Tender called through Non e Procurement mode:~~ Each offer should be sent in double cover separately and the same should be sealed and super scribed with correct Tender No., item of supply and due date of opening. Two or more quotations should not be sent in one cover. Price Bid should contain only "Price per unit" for each type. Tender should send to the below mentioned address:

Purchase Executive
Purchase Department,
Seamless steel Tube Plant (SSTP)
Bharat Heavy Electricals Limited
Tiruchirappalli - 620014, Tamil Nadu, India

- c. **Late tenders:** Tender received after 2.00 pm on due date will be considered as Late tender. Late tenders will not be considered under any circumstance.
- d. **Regulations:** Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested. All amounts shall be indicated both in words as well as figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
- e. **PVC:** Price Variation clause not acceptable. Prices should be firm.
- f. **Catalogue:** Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation.
- g. **Samples:** Samples should be submitted separately if specially requested in tender before due date of the enquiry. They should be clearly marked with the enquiry No and date on the outside cover to facilitate identification.
- h. **GST Number:** GST registration number, HSN number (Item wise) with applicable taxes should be mentioned in quotation. If the vendor is not GST registered the offer is liable for rejection.
- i. **Deviation.** Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".
- j. **Confirmation:** Confirmation for compliance is to be given in the offer for all the techno commercial conditions specified in the specification.

2. COMMERCIAL TERMS & CONDITIONS:

a. **Terms of Payment:**

For Indigenous Suppliers:

If the materials are receivable at BHEL Stores, Trichy:

Payment term is 100% direct EFT Payment due on 90th day from the date of receipt and acceptance of materials. (if PBG is not applicable)

(or)

Payment term is 100% direct EFT payment due on 90th day from the date of receipt and acceptance of materials and against 10% PBG valid for the warranty period. (if PBG is applicable)



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If the materials are receivable at site:

Payment term is 100% direct payment due on 90th day from the date of dispatch against site acknowledgement (if PBG is applicable)

(or)

Payment term is 100% direct payment due on 90th day from the date of dispatch against site acknowledgement and against 10% PBG valid for the warranty period (if PBG is applicable)

Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

For Import Suppliers: 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.

If supplier insists for LC, only Usance LC with 120 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 LC. LC validity period will be 120 days and for any extension, applicable charges will be to suppliers account.

Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

For New Suppliers: For new suppliers not registered with BHEL, Trichy for the product, payment shall be made on 90th day after receipt and acceptance of materials.

In case of foreign supplier, first lot of mutually agreed quantities shall be supplied with payment as CAD basis after 60 days from the date of receipt and acceptance of material. If insisted for LC after acceptance of first lot, only usance LC with 120 days' credit will be opened one month prior to material readiness.

- b. Liquidated Damage:** Liquidated damages shall be 0.5% of the total order value or part thereof subject to a maximum of 10% of the total order value. For staggered delivery schedule, 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.

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). Liquidated damage is calculated from date of Vehicle/Gate entry gate.

c. Delivery Terms:

For Indigenous Suppliers: FOR BHEL Trichy inclusive of freight and insurance

For import Supplies: CFR/CIF Chennai seaport as per incoterm 2010

Non acceptance to the BHEL Delivery terms may lead to the offer rejection.

- d. Validity of Offer:** Prices should be fixed and should be valid for period as mentioned in the "Confirmation to the Terms and Conditions/Annexure B & C" attached.
- e. Delivery period:** Delivery schedule will be as mentioned in the "Confirmation to the Terms and Conditions" attached. If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay to a maximum 10%. Any other delivery period after loading to maximum will be rejected.
- f. Risk Purchase:** 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 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 therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases in addition to penalty at the rate mentioned in clause 2 b above. Non acceptance to risk purchase clause the offer is liable for rejection.
- g. Guarantee Clause:** The vendor shall give a guarantee for the performance of his supplies for a period of **eighteen months** from the date of dispatch or **twelve months** from the date of commissioning whichever is earlier.
- h. Miscellaneous:** Any conditions which might have been quoted by the seller and are in contravention to the terms of PO and which have not been specifically accepted by Purchaser will not be applicable to the contract/PO.
- i. Performance Bank Guarantee:** If tender Calls for Performance Bank Guarantee, vendor should provide a performance bank guarantee (PBG) in BHEL format for 10% of the total Purchase order value valid for warranty/guarantee period with an additional claim period of 2 months. PBG should be issued from list of consortium banks.



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- j. **Counter Offering:** If counter offering is applicable for the enquiry, the L1 rates will be counter-offered to other eligible vendors as per below points
- In case there are only two qualified offers for any item, the L1 rate will be counter-offered to the L2 vendor.
 - In case of more than two qualified offers for any item, the L1 rates will be counter-offered to maximum (n-1) vendors (where 'n' is the no. of techno-commercially qualified vendors) or the no. of vendors required as per the split ratio specified in the "Confirmation to the Terms and Conditions/Annexure B&C" attached, whichever is lower.
 - In case a lower ranked vendor does not accept the counter-offered rates, the rates may be offered to next higher ranked vendor.
 - The manner of splitting of the enquiry quantity across L1 and counter-offer accepted vendors will be as per the ratios mentioned in the "Confirmation to the Terms and Conditions/Annexure B&C" attached.

3. COMPLIANCE / ACCEPTANCE REQUIRED FOR FOLLOWING POINTS TO ENSURE INPUT TAX CREDIT

- a. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- b. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- c. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- d. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- e. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
- f. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty (if any) will be deducted/recovered for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
- g. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

4. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE):

- a. 25% of the tendered quantity is earmarked for MSE suppliers in this tender.
- b. Out of the 25% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs and 3% shall be earmarked for procurement from MSE owned by women entrepreneurs.
- c. In case MSE vendor participating in the tender quotes within the price band of LI +15%, they will be allowed to supply the portion of the requirement subject to acceptance of LI price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
- d. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate 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



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of EM II is 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.

- e. Payment for MSE vendors will be as per MSMED Act, 2006.

5. GENERAL CONDITIONS

- a. The manner of finalization will be as mentioned in the "Confirmation to the Terms and Conditions" attached. Separate orders will be released for each project and documents should be supplied for each order separately.
- b. BHEL reserves the right to increase or reduce the Tender Quantity and to NOT to order for some or all material based on the changes in project.
- c. BHEL shall have the right to visit vendor works during the execution of contract along with end customer for verifying status, inspection and testing of the material.
- d. BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable.
- e. Supplier shall arrange packing to avoid lose or damages during Road Transport, Site handling & Storage.
- f. BHEL reserves the right to finalize the tender either through price bid opening or through Reverse Auction route.
- g. BHEL reserves the right to reject the offer of a particular bidder due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- h. The Drawings and Technical documents given in this enquiry are the sole property of BHEL. This should not be misused in any form.
- i. Purchase Order, PO Item serial number, Material code, Quantity should be clearly marked on the packing
- j. Confirmation for compliance is to be given in the offer for all the conditions specified above and to the respective Purchase Specification.
- k. If any supplier is not honouring their own quotation or any of its conditions within the validity period, the action will be taken against those suppliers in line with "Guidelines for suspension of business dealings with suppliers/contractors" (refer www.bhel.com)
- l. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of the BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
- m. 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. In the event of any Nodal Ministry prescribing higher or lower percentage of preference and/or local content in respect of this procurement, the same shall be applicable.

6. DOCUMENTATION:

- a. **With Consignment:** Duplicate for transporter copy, Original Invoice, Packing List, Delivery Challan, O&M manual (if applicable) Material Test Certificate, Test Certificates, Compliance Certificate, Guarantee/Warranty Certificate and other documents mentioned in PO/TDC/Drawing.
- b. **To Purchase:**
 - i. **FOR SSTP/Stores, BHEL TRICHY-14 case-** Original Invoice, duplicate for transporter copy, packing list, LWB and Delivery challan, GST declaration as mentioned in point 3c.
 - ii. **FOR Site case-** Original Invoice, Original LWB, Original Packing List, Original IBR documents, Original despatch clearance Certificate and Inspection report, Test certificates as per PO, Original Site Acknowledgment etc.
- c. **Identification:** Material code, Purchase Order, PO item serial number, Unique serial number if any should be provided in all despatch documents, materials and packing clearly.

7. TENDER EVALUATION:

- a. **PART I Techno-commercial Bid.**
 - i. All vendors should submit General arrangement drawing, datasheet and C&I diagram (if any) of the offered product
 - ii. Point by point technical confirmation of all pages of our technical specifications and commercial conditions are required with your sign and seal along with techno commercial Offer.
 - iii. Offers from supplier not having technical capability or not agreed for commercial terms, will be rejected.
- b. **PART II Price Bid.**



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- i. Bidders qualified for both part I will be intimated for participating in priced bid opening/~~Reverse Auction~~.
- ii. L1 bidder will be decided based on landed cost for the equipment to BHEL.
- iii. For evaluation, the exchange rate shall be taken as TT selling rate of SBI on date of Part-1 bid opening.
- iv. For tenders evaluated item sl. no. wise, in case there are multiple L1 offers for any item, the enquiry quantity for that item will be divided equally to all the L1 vendors.

8. INTEGRITY PACT (IP)

- a. IP is a tool to ensure that activities and transactions between Company and its Bidders/Contractors are handled in affair, 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.	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- b. If IP is applicable for the enquiry, the IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with the 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 the IP for Roles and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

9. FORCE MAJEURE CONDITIONS:

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

10. Breach of contract, Remedies and Termination:

- a) In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed.
- b) In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:
- i. from dues available in the form of Bills payable to defaulted supplier against the same contract.
 - ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
 - iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.
- c) Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.



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Note:

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

(1) Sagun Lal Sidar Deputy General Manager MM/SSTP BHEL, Trichy-620014 +9143125774192 slsidar@bhel.in	(2) S Ashok Kumar Additional General Manager MM, MS & Commercial Coordination/SSTP BHEL, Trichy-620014 +91 431 2577696 ashok.s@bhel.in
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