

TERMS & CONDITIONS
PROCUREMENT OF 'U-ROD TYPE PIPE CLAMP - SS'
INDIGENOUS

SL. Nos.	BHEL REQUIREMENT	AGREE/ DISAGREE																																																		
1	SCOPE OF SUPPLY Manufacture / Fabrication and supply of SS Rod Type Pipe clamps to be despatched to Ward 55, BHEL PC Stores, Next to RPS, Trichy-14.																																																			
2	LIST OF ITEMS <table><tr><th>S No</th><th>MATL CODE</th><th>DESCRIPTION</th><th>UNIT</th><th>QTY</th></tr><tr><td>10</td><td>948210010000</td><td>U – ROD CLAMP SS NB15 (M8)</td><td>NO</td><td>14525</td></tr><tr><td>20</td><td>948210020000</td><td>U – ROD CLAMP SS NB25 (M8)</td><td>NO</td><td>9300</td></tr><tr><td>30</td><td>948210030000</td><td>U – ROD CLAMP SS NB40 (M8)</td><td>NO</td><td>325</td></tr><tr><td>40</td><td>948210040000</td><td>U – ROD CLAMP SS NB50 (M8)</td><td>NO</td><td>4195</td></tr><tr><td>50</td><td>948210050000</td><td>U – ROD CLAMP SS NB80 (M8)</td><td>NO</td><td>900</td></tr><tr><td>60</td><td>948210070000</td><td>U – ROD CLAMP SS NB100 (M12)</td><td>NO</td><td>605</td></tr><tr><td>70</td><td>948210080000</td><td>U – ROD CLAMP SS NB200 (M12)</td><td>NO</td><td>50</td></tr><tr><td>80</td><td>948210090000</td><td>U – ROD CLAMP SS NB150 (M12)</td><td>NO</td><td>470</td></tr><tr><td>90</td><td>948210110000</td><td>U – ROD CLAMP SS NB300 (M12)</td><td>NO</td><td>125</td></tr></table> TECHNICAL REQUIREMENTS Supply of SS Rod Type Pipe clamps shall be as per drg 3-80-933-34131 & BHEL QCP:06 latest revision. NOTE: - For all the reference standards, the latest revision shall be followed. - In case of any revision to the ref drawings, the applicable revision will be indicated in the tender / PO and the relevant drawing will be furnished. - Quality requirements if any will be indicated in the tender for that particular item. - Deviations to the Technical Terms & Conditions if any shall be addressed as a separate Annexure. UNDISCLOSED DEVIATIONS ARE NOT ACCEPTABLE.	S No	MATL CODE	DESCRIPTION	UNIT	QTY	10	948210010000	U – ROD CLAMP SS NB15 (M8)	NO	14525	20	948210020000	U – ROD CLAMP SS NB25 (M8)	NO	9300	30	948210030000	U – ROD CLAMP SS NB40 (M8)	NO	325	40	948210040000	U – ROD CLAMP SS NB50 (M8)	NO	4195	50	948210050000	U – ROD CLAMP SS NB80 (M8)	NO	900	60	948210070000	U – ROD CLAMP SS NB100 (M12)	NO	605	70	948210080000	U – ROD CLAMP SS NB200 (M12)	NO	50	80	948210090000	U – ROD CLAMP SS NB150 (M12)	NO	470	90	948210110000	U – ROD CLAMP SS NB300 (M12)	NO	125	
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3	PAINTING, PACKING AND MARKING: Supply conditions shall be as per the following: - All pipe clamps shall be hard punched and paint stenciled with Matl spec, Matl code and supplier code for easy recognition at stores. Also refer QCP:06 Latest Rev. - Items should be neatly packed and put in a separate wooden box indicating marking of the Material code, Item description, quantity and box no. in the Packing list so as to avoid damages in transit to destination under proper conditions and shall be responsible for all losses or damages caused or occasioned by any defect in packing. Threaded portion should be protected.																																																			

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	c) The Components shall be packed in suitable strong cases wherever essential. Large article which are not packed in cases, shall have all screwed holes plugged suitably and machined surfaced properly protected. d) Surface treatment shall be done by pickling and passivation as per ASTM A380. The same shall be done in-house or outsourced. No painting shall be done. e) Weight and dimension limitation for transport shall be followed.	
4	INSPECTION • Inspection will be done by BHEL / Authorized agency. Inspection charges of BHEL/ Their representative are to BHEL A/c. Any other testing charges should be included in the quoted prices. • The following documents should be provided during inspection by BHEL/BHEL approved agencies: i. Raw material TC for verification/review ii. Dimensional report iii. HT charts wherever applicable • The availability of the following documents shall be ensured by the firm before offering of the components to inspection. i. Purchase order with details of work order, DU, Qty, weight, specification and full description of the items including size. ii. GMS, if PO does not specify the full description iii. Test certificates iv. Applicable drawings • Test certificate for chemical composition, mechanical properties as per specification are to be furnished and relevant heat treatment charts shall be submitted at the time of Inspection. • All facilities, equipment and instruments required for inspection shall be provided by the contractor free of cost. BHEL's Representatives will have free access to contractor's works during the currency of the contract. • BHEL shall have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract. BHEL shall also have the authority to reject all the work which does not conform to the specification. • BHEL if required may test the finished sample per lot/size at NABL approved Lab at the bidder's cost Foreign suppliers Inspection shall be through renowned agencies such as TUV, Lloyds, SGS & BV. If any different agency is proposed by the bidder; the name of the inspection agency shall be indicated in the offer. BHEL shall consider for acceptance or otherwise. Inspection charges shall be included in the quoted prices.	

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5	TENDER PROCESS Tender shall be processed by E-Procurement Mode. Offers are to be submitted in the EPS portal logging in with their username & password. For E – procurement, please click this link to take you to the procurement site - https://bhel.abcprocure.com/bhel, you will be required to log in with user code and password allotted to you. (contact abcprocure) Mr. Ankur Bhatt +91-(79)-40270590 ankur.bhatt@eptl.in Mr. Devang Patel +91-(79)-40270576 devang@eptl.in	
6	<u>Two-part bid:</u> Part-I TECHNICAL - CUM – COMMERCIAL PART (Un priced):- This part of the bid shall contain following technical and commercial points only (except price portion) 1. Duly filled, signed and stamped our ‘Terms & Conditions’ which contains Commercial & Technical requirements along with BHEL QCP : 06 and production drawing 3-80-933-34131. 2. Copy of Unpriced bid (without price) clearly <u>indicating quoted/not quoted</u> against each line item. The above documents form part of this tender document and bidder shall ensure that they have received all these along with tender and confirm. PART II <u>PRICE PART:</u> This part of the Bid shall contain item-wise Price details against each Enquiry Sl.No. Price quoted by the Supplier, item wise including Taxes & Duties shall be furnished. Preconditions for price will not be accepted. The price shall include all testing, inspection, packing & Forwarding charges. <u>PLEASE DO NOT QUOTE ON EX-WORKS BASIS.</u>	
	<u>FOREIGN BIDDERS</u> The unit price shall be quoted on CFR Chennai port basis. Tender shall be evaluated for price competitiveness on FOR BHEL Trichy stores basis (total cost to BHEL) basis, considering quotation on CFR Chennai. Currency to be mentioned. Country of origin & Port of loading to be indicated	
7	EVALUATION OF BIDS L-1 shall be arrived on individual L-1 basis i.e., based on the total net cash outflow to BHEL (inclusive of all cost elements for the entire scope, taxes and duties).	

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	For Foreign bidders, following shall also be considered. a. Customs Duty, as applicable b. Exchange Rate – For import bidders, the exchange rate on the date of technical bid opening, as per TT selling rate of SBI will be taken for evaluation. BHEL reserves the right to finalize the prices through Reverse Auction or sealed envelope bid opening and the same shall be intimated to Bidders after technical scrutiny of the offers. Information on Reverse Auction enclosed.	
8	VALIDITY OF THE OFFER: - The quotation shall be valid at least for a period of 90 days from the date of technical bid opening / 60 days from the date of final reverse auction/ price bid opening. Offer with lesser validity may not be considered	
9	DELIVERY SCHEDULE: - 4 months from LOI / PO date Delivery shall commence progressively. As delivery will affect our project requirements, kindly quote for the above delivery period only. Bidder has to strictly confirm to the delivery terms. Bids not complying with the delivery period are liable for rejection.	
10	TERMS OF DELIVERY a) Indigenous Bidders FOR BHEL TRICHY STORES b) Foreign Bidders CFR Chennai basis	
11	TAXES AND DUTIES (Applicable only for indigenous bidders. Foreign vendors may ignore)- All applicable taxes and duties for supply shall be indicated. Pl indicate the GST % as applicable	
12	TERMS OF PAYMENT No advance payment shall be made by BHEL. For indigenous Bidders: 100% NEFT payment after 60 days of receipt & acceptance. However preference in payment shall be given to MSE bidders as per MSMED Act 2006. Payment shall be made against presentation of following documents to our Finance Department. However, a copy of Invoice and LR shall be sent to Purchase department immediately after the dispatch is effected. A. Original GST compliant Invoice with 2 copies of same B. Delivery Challan in duplicate. C. Inspection report copy D. GST declaration.	

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	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. For Foreign Bidders: 1) 100% through CAD after 60 days from the date of receipt of documents at BHEL bank. Respective bank charges to respective account. (or) 2) 100 % Usance LC with 60 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 and acceptance of documents at BHEL bank. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account.. Kindly choose one of the above given two options	
13	GST compliance: a) GSTN registration number shall be indicated in all the 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) 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. e) 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. Incase GST credit is denied to BHEL due to any reason not attributable to BHEL, GST amount along with interest levied or leviable on BHEL will be recovered from payment due to vendor.	

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14	CANCELLATION / TERMINATION OF CONTRACT, DEFAULT / BREACH OF CONTRACT AND RISK PURCHASE: By Submitting the bid, Bidder explicitly accepts to BHEL's requirement, as per Standard Risk and Cost clause document Enclosed.	
15	LD CLAUSE If the supplier fails to deliver the items within the period specified in the contract the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the value for each week of delay up to a maximum of 10% of the value of delayed/undelivered portion. 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). (for e.g. if vendor agrees for LD max. of 6% then the remaining portion i.e. 4% shall be loaded on his quoted rates for evaluating the offer). LD Calculation & Loading For the purpose of LD, LR date will be taken as the delivery date. LD will be calculated on the number of days delayed from the PO delivery date. %LD per day and LD value calculations are elucidated below: No of days delayed = LR date – PO delivery date %LD per day = (No of days delayed) * (0.5 / 7) subject to a maximum of 10%. [% LD to be rounded to nearest two decimals] LD Value = %LD calculated above * Value of the delayed supply GST on Liquidated Damage (Applicable only for indigenous bidders. Foreign vendors may ignore)- Under GST regime, BHEL has to discharge GST liability on LD recovered from vendors. Hence applicable GST shall also be recoverable from vendors on LD amount. For this, Debit note will be issued by BHEL indicating the respective supply invoice number.	
16	GUARANTEE The materials are to be guaranteed for satisfactory performance for a period of 18 months from the date of dispatch or 12 months from the date of commissioning / putting into use whichever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on FOR / Destination basis within a reasonable time, maximum limited to the agreed delivery period. Guarantee / Warranty period is applicable as per tender specification, No deviation permitted and deviated offers are liable for rejection. BHEL will consider the ranking after the loading is applied as referred above (For Payment, LD, Guarantee) wherever deviations are observed.	

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17	QUANTITY TOLERANCE -5 % to + 0% of Quantity tolerance will be provided for stock items.	
18	TRANSPORT Transport of items shall be arranged by the Supplier.	
19	DESPATCH DOCUMENTS ➤ After getting inspection clearance, items are to be dispatched to BHEL TRICHY STORES. ➤ Following documents are necessarily required for dispatch ○ Invoice ○ Delivery Challan ○ Inspection report	
20	PURCHASE PREFERENCE FOR MAKE IN INDIA • 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 purchase preference and / or local content in respect of this procurement, same shall be applicable. Document certifying local content and penal action in case of wrong declaration by suppliers. • The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification on their letter head certified by the authorized signatory of the bidder that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. • In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. • False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. • A supplier who has been debarred by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted. • The onus of submission of appropriately certified documents lies with the bidder and BHEL shall not have any liability to verify the contents and will not be responsible for the same. However, in case BHEL has any reason to doubt the authenticity of the Local Content, BHEL	

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	reserves the right to obtain the complete back up calculations before award of contract failing which the bid shall be rejected.	
21	PURCHASE PREFERENCE FOR MSE SUPPLIERS - o Purchase preference for local MSE's quoting in the tender has been increased from 20% to 25%. - o Within the 25% reservation for local MSE's, 3% reservation will be applicable for women owned MSE's and 6.25% reservation will be applicable for MSE's owned by SC / ST. - o If the quantity is not-divisible**, L1 rate shall be counter offered to eligible MSE supplier who fall within price band of L1 + 15%. On acceptance, entire quantity shall be ordered on MSE supplier. ** - For this enquiry, L1 shall be arrived on Package basis. Items being a package, the quantity is considered non-divisible. Hence, L1 rate shall be counter offered to eligible MSE supplier who fall within price band of L1 + 15%. On acceptance, entire quantity shall be ordered on MSE supplier. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested / notarized copies (by a Gazetted officer) of anyone of the following documents along with copy of UAM certificate- • Valid EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II). • Valid NSIC certificate. • Copy of CA certificate (in BHEL's standard format) 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 the Enquiry if any deficiency in the above required documents are not submitted before price bid opening. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.	
22	This is to bring in your attention that information regarding 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors' is now available on www.bhel.com on "supplier registration page". Bidders are requested to go through these guidelines.	
23	The Bidder along with its associate/ collaborators/ sub-contractors/ sub-Bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
24	GENERAL: - • Only techno commercially acceptable vendors will be considered for further process of bids. • Late tenders are liable to be rejected. • If the offer is incomplete with respect to the above points, it is liable to be rejected. • BHEL reserves the right to negotiate with L1 vendor. • BHEL reserves the right to negotiate or refloat the tender opened if LI price is not the lowest acceptable price to them inter-alia other reasons. • BHEL reserves the right to increase or decrease the tendered quantity. • BHEL reserves the right to cancel this tender without assigning any reasons what so	

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	ever. • Deviation taken after placement of order will not be accepted (Both technical & on delivery). • Suppliers to analyze in detail, at the time of submission of offer with reference to our “delivery” requirement and confirm Compliance or otherwise. • BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject in part or full without assigning any reason whatsoever. • BHEL reserves the right to order on more than one vendor at the lowest acceptable price to BHEL. • Any other conditions, which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by the purchaser will not be applicable to this contract. • The PO copy with all details will be given to successful bidders in soft mode also. • Acknowledgement for receipt of PO shall be sent within one week from the date of receipt. • Unsolicited offers will not be considered for this enquiry. New Vendors may download Vendor registration forms from BHEL Web site WWW.BHEL.COM and submit all relevant data for registration purpose. • The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. Also, for more details about BHEL proceedings on banning suppliers, please refer the abridged version of extant ‘guidelines for suspension of business dealings with suppliers/ contractors’ that has now been uploaded on www.bhel.com on “supplier registration page” as well. • The bidders along with its associate/collaborators/sub-contractor’s/sub vendors/ consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL Web site WWW.BHEL.COM and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice. • Unloading at BHEL Site has to be done by the suppliers and BHEL will not be in a position to provide any handling/ unloading facilities. • In the event of more than one vendor becoming L1 for any of the item / items, the enquiry quantity for those item /items will be shared equally among all the L1 vendors. • The correspondence between the bidder and BHEL through email is considered as valid document Legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties. • No deviations to enquiry terms shall be taken by vendors while submitting offers. No revision of prices entertained after tenders are opened.	

Note: Please confirm your acceptance/other wise to all the points indicated above positively and submit this format duly filled, signed & stamped along with the technical bid.