Annexure – A- Terms and Conditions

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

Description of the Equipment:	**SM Clamps and Rod type Pipe Clamps**
Projects	**-**
BHEL Tender No. & Date	**1802000685 dated 05.11.2020**
To be filled by bidder	
Name of the firm (Bidder)	:
Address	:
Contact details	**Contact person 1** **Name:** **Designation:** **Office Phone:** **Mobile:** **e-mail:** **Contact person 2** **Name:** **Designation:** **Office Phone:** **Mobile:** **e-mail:**

Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	**Technical:** Supply of SM Clamps and Rod Type Pipe Clamps shall be as per 6160-0120 Rev 02 and 6124-0233 Rev 03 as mentioned in the description of each item	
1 (b)	Inspection by BHEL Trichy QC at BHEL Trichy stores on receipt of materials	
2 (a)	**Firm Price:** The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	
2 (b)	The tender will be operated in two part bid system. One-part consisting of Technical bid with Commercial terms & conditions and other part is Price Bid. Based on the above and other conditions, as well as technical capability, vendors will be short-listed. The Techno-commercial bid will be opened on the due date and based on the suitability of techno-commercial bid, the price Bid of the techno-commercial suitable qualified vendors approved by BHEL and end customer will be considered and opened on a suitable date with due intimation to vendors.	
2 (c)	Offer shall be considered only if bidder is meeting Tender Prequalification Requirement Annexure-B. Vendor to comply with	

	Pre-Qualification requirement of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer may get rejected.	
3 (a)	**Delivery term:** The quote shall be on FOR BHEL Trichy stores basis as indicated below inclusive of Packing, forwarding, Freight also to yours account. • Transit Insurance is under BHEL scope.	
4 (a)	**Payment terms:** BHEL Payment term is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials. Any deviation on the above term is liable for rejection.	
4 (b)	**Loading Criteria (Indigenous)** **No deviation is permitted in payment term.**	
5 (a)	**Liquidated damages:** Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of 0.5% of the total order value per week of the delay or part thereof subject to a maximum of 10% of the total order value.	
5 (b)	**Loading Criteria:** **LD / Penalty:** Any deviation on BHEL LD / Penalty clause, loading (Basic material Value) will be applied to the extent to which it is not agreed by the bidder.	
6 (a)	**Taxes & Duties:** All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverumbur. BHEL TRICHY Unit GST NO : 33AAACB4146P2ZL.	
6 (b)	**Kindly indicate the GST No of your Firm**	
6 (c)	**Kindly Indicate the HSN Code for all items**	
6 (d)	**Please indicate the applicable GST % (IGST)**	
7	**Risk purchase:** If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL 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 delivery period mentioned in the Purchase Order.	
8	**Delivery Period:** 2 Months from date of Purchase Order	

9	LR date will be considered for LD calculation.	
10	Documents are to be submitted along with technical bid (Part-1) 01. Filled BHEL Terms and condition sheet (Annexure-A) 02. MSE documents (if applicable) Documents are to be submitted along with Price bid (Part-2) 01. Priced offer **<u>Note:</u>** All the pages of documents are to be signed and stamped by authorized signatory of the company. Any query during enquiry stage shall be replied within three days failing which offer may be rejected as non-responsive	
11	**Evaluation method** Total requirement will be considered as a package for evaluation and ordering. Evaluation shall be on Total cost to BHEL basis .	
12	Vendor shall quote as per attached price and Unpriced Schedule format only. Quantity tolerance of +0, -1% is applicable for individual items of this enquiry.	
13	**Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability.**	
14	**Offer Validity:** 90 days minimum from techno commercial bid opening (Part-1)	
15	In case of any quality rejection of materials, the supplier has to collect the materials at his own cost within the 10 days of rejection of advice. Otherwise the materials will be scrapped. Rejected material shall be resupplied immediately.	
16	Unloading at BHEL has to be done by the suppliers and BHEL will not be in a position to provide any handling / unloading facilities.	
17	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly have mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.	
18	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.	
19	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
20	Invoices will be processed only upon completion of statutory requirement and further subject to following:	

	• Vendor declaring such invoice in Form GST ANX-1 • Receipt of Goods or Services and Tax invoice by BHEL	
21	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).	
22	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.	
23	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	
24	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.	
25	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.	
26	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.	
27	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.	

28	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	
29	**MSE VENDOR:** ***i. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor.*** ***ii. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE.*** ***iii. If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on.*** ***iv. Finally if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor.*** Payment for MSE Indigenous vendors will be as per MSMED Act, 2006 Declaration of UAM number by MSE bidders is mandatory. Failing which, such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested/notarized copies of either 1. EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) **or** 2. Valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status (MICRO or SMALL) where the deemed validity of EM II is over. *Date to be reckoned for determining the deemed validity will be the last date of technical bid submission (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, in case of any deficiency in the above required documents or in case the documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on**	

	the portal even if submitted earlier. Documents should be notarized or attested by a Gazetted officer. ***Definitions of MSEs owned by SC/ST is under:*** • ***In case of proprietorship firm, proprietor must be SC/ST.*** • ***In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.*** • ***In case of private limited companies, at least 51% share must be held by SC/ST promoters.*** Authorised Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered. • District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1st class stipendiary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner. • Chief Presidency magistrate / Additional chief presidency magistrate/Presidency magistrate. • Revenue Officer not below the rank of thasildar. • Sub-Divisional officer of the area where the individual and / or his family normally resides. ***To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.*** ***In addition Udyam Registration certificate shall be submitted by MSE vendors.***	
30	**Fraud Prevention Policy** 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 BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
31	**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.	
32	**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. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy. c. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India	
33	**Force Majeure clause** 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.	

Note:

1. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL. Any deviation in specified commercial terms- Annexure-A, will lead to rejection of offer.
2. Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure A only.

Annexure-B
Pre-Qualification Requirement

ENQ.NO: 1802000685

	Material: ALUMINIUM CASING SUPPORT	
Sl.No	**PRE QUALIFICATION CRITERIA ---Points**	**Vendor to confirm**
01	*Acceptance for supplying ALUMINIUM CASING SUPPORT as per standard & Drawing indicated for Each item*	*ACCEPTED / NOT ACCEPTED*
02	*Bidders have to confirm whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL. (With reference to S.No.15 of Annexure – A).*	*YES / NO*
03	*Offers from* ***Manufacturers*** *will only be accepted. Offers from TRADERS will summarily be rejected.*	***Manufacturer /*** *TRADER*

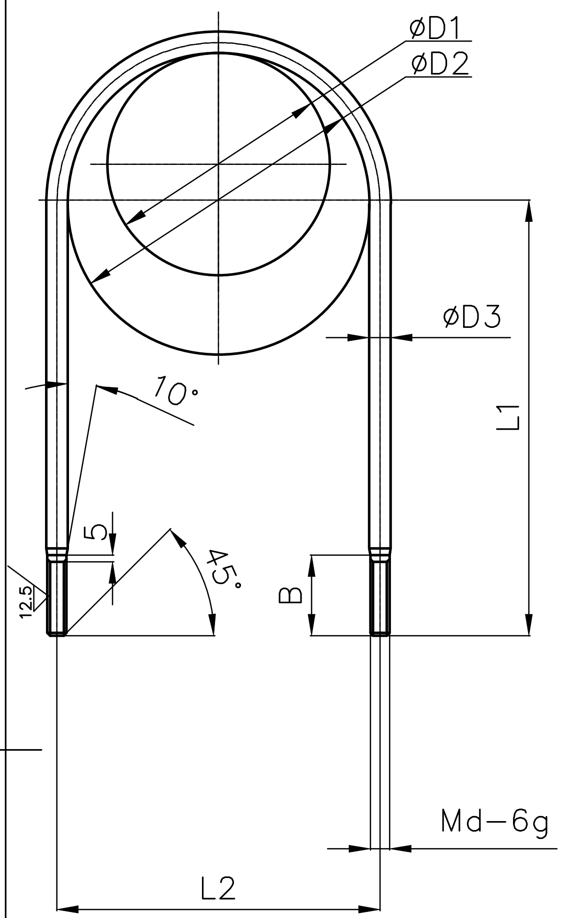
NOTE:
Offers meeting the above prequalification criteria points only will be evaluated further. Otherwise it will summarily be rejected.

SIGN AND SEAL OF AUTHORIZED PERSON

DRAWING NO: 6124-0233

FOR TOLERANCES OF UNTOLERANCED
DIMENSIONS DURING MANUFACTURE
REFER PLANT STD.NO TP 023 0299

12.5



NOTES: -

1. THREAD: METRIC THREAD ACCORDING TO TOLERANCE CLASS 8g OF AA 023 0403 - IS:14962 (PART-3)-2001.
*2. MARK THE ITEM BY BPS CODE NO. AND BIN CODE NO.

MATERIAL : IS 2062 FE 410WA

VAR NO.	PIPE OUT DIA	L1	B	L2	Md	øD3	øD1	øD2	DEVPT. LENGTH
06	168.3	118	46	196	16	22	168.3	174	550
05	114.3	92.5	46	142	16	22	114.3	120	408
04	73.0	71	40	92	12	16	73.0	76	287
03	60.3	58	36	74	10	12	60.3	64	235
02	48.3	49.5	33	61	8	10	48.3	51	195
01	33.4	43	33	46	8	10	33.4	36	158

VARIANT NUMBER	ITEM NUMBER	DESCRIPTION	STD	DRAWING NUMBER	ITEM NO / VAR NO	MATERIAL CODE / MATERIAL SPECN	A/C/P	UNIT / DI	UNIT WEIGHT / QUANTITY	GS
06		PIPE CLAMP ROD TYPE CS OD 168.3		6124 0233 26		94 221 011			1.571	
05		PIPE CLAMP ROD TYPE CS OD 114.3		6124 0233 25		94 221 010			1.088	
04		PIPE CLAMP ROD TYPE CS OD 73.0		6124 0233 24		94 221 009			0.400	
03		PIPE CLAMP ROD TYPE CS OD 60.3		6124 0233 23		94 221 008			0.189	
02		PIPE CLAMP ROD TYPE CS OD 48.3		6124 0233 22		94 221 007			0.108	
01		PIPE CLAMP ROD TYPE CS OD 33.4		6124 0233 21		94 221 006			0.083	

TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT

Bharat Heavy Electricals Ltd
UNIT: HIGH PRESSURE BOILER PLANT
TIRUCHIRAPALLI - 620014
355-055

	NAME	SIGNATURE	DATE
DRN	T.KRISHNAN		16.08.82
CHD	T.KRISHNAN		16.08.82
APPD	S.KALIBULLA		16.08.82

REV	DATE	ALTERED : G.S.VASAN	REV	DATE	ALTERED : S.SATHIS
03	03.05.13	CHD & APPD:N.K.V.	02	03.08.10	CHD & APPD:N.KIRUBAKARAN
ZONE		NOTE NO.1 CORRECTED.	ZONE		MATERIAL SPECIFICATION ALTERED CONVERTED TO AUTOCAD DWG

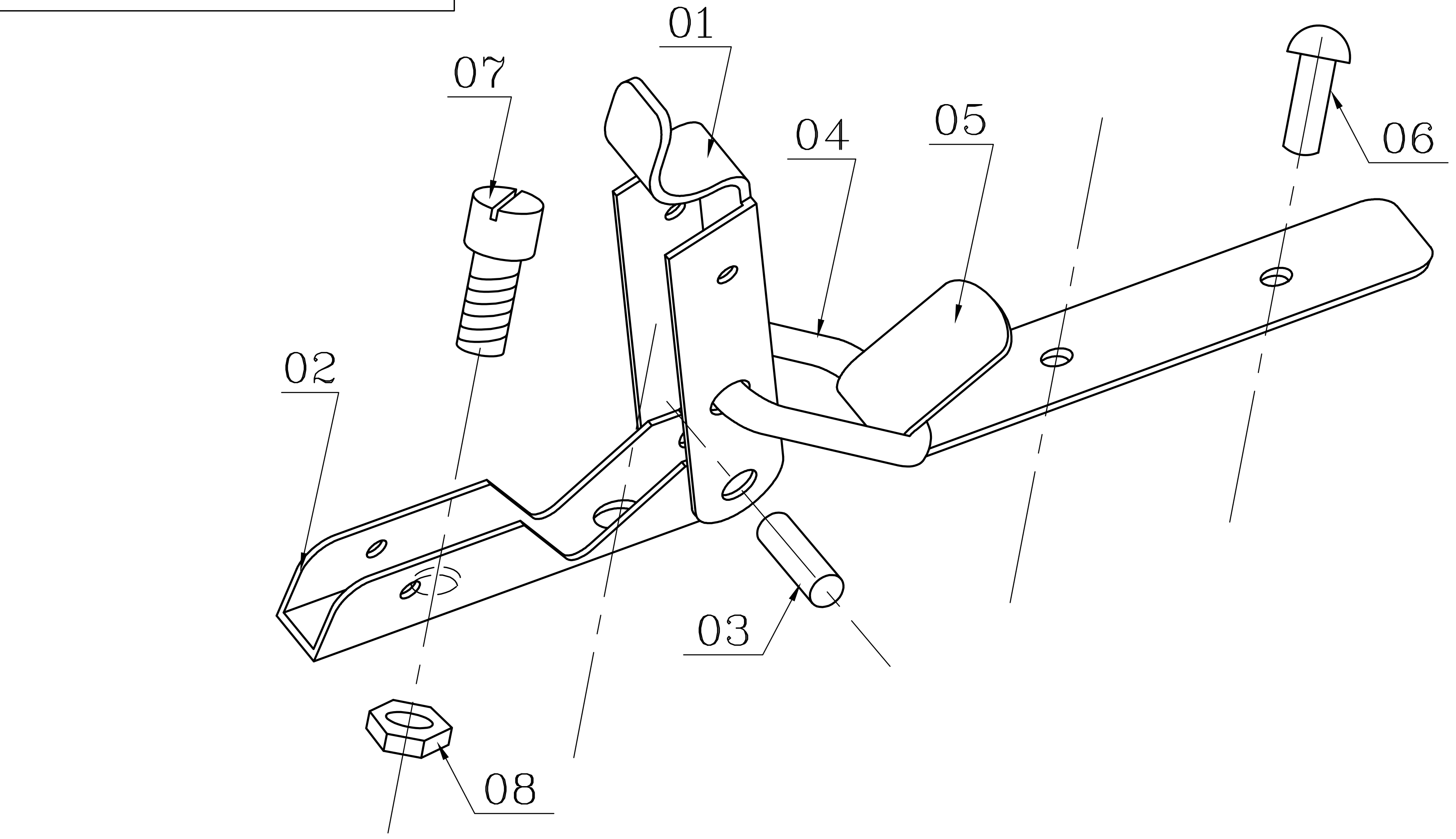
DEPT SS | CODE 850 | ALL DIMENSIONS ARE IN MM | PROJECTION | SCALE N.T.S | WEIGHT (Kg) REFER UNIT WT | REF TO ASSY / OLD DWG 7740-0630

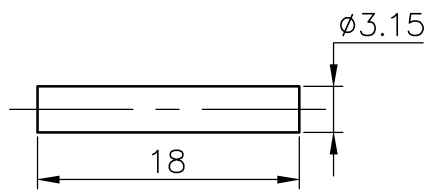
TITLE
PIPE CLAMP
(CARBON STEEL ROD TYPE)

DRAWING NO : 6124-0233
REV 03

DRAWING NO: 6160-0120

FOR TOLERANCES OF UNTOLERANCED DIMENSIONS DURING MANUFACTURE REFER PLANT STD. NO TP 023 0299



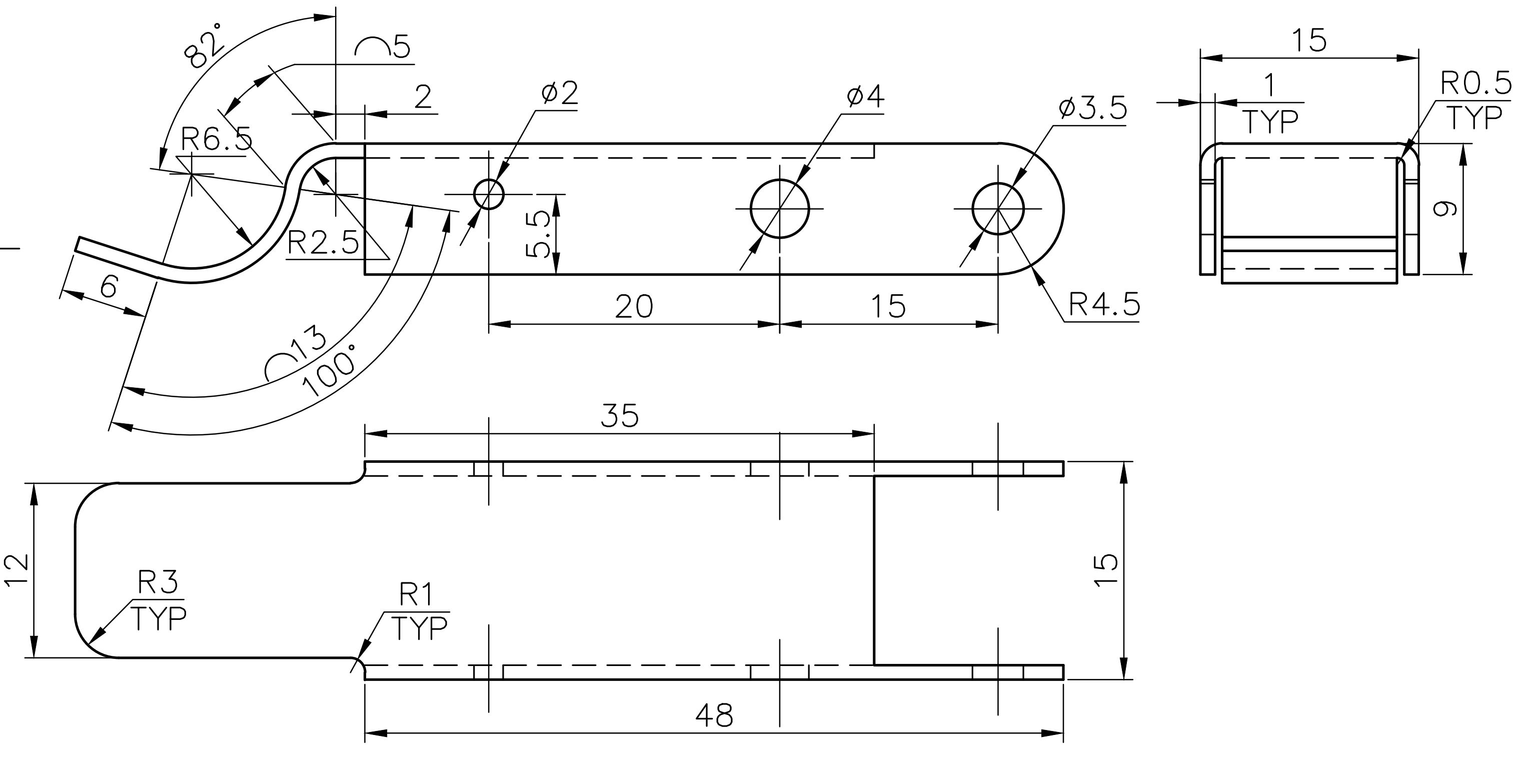


ITEM NO. 03

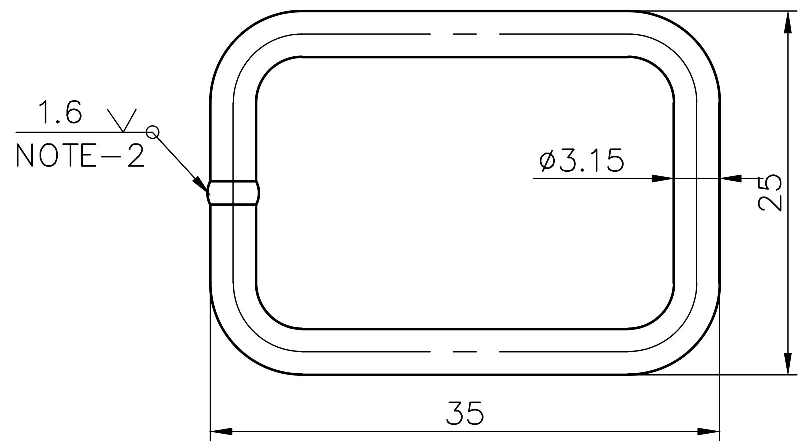
NOTE

1. THIS CLAMP (TYPE-A) SHALL BE USED FOR PIPE INSULATION OF OVERALL DIAMETER OF 200MM AND BELOW.
2. WELD ITEM NO. 04 AFTER ASSEMBLY.
3. ITEM NO.04 IS TO BE RIVETED AFTER ASSEMBLING ITEM NO. 01 AND ITEM NO. 02 IN POSITION.
4. THE ENTIRE CLAMP SHALL BE GALVANIZED (15μ–25μ) AFTER ASSY.
5. THE MATERIAL FOR ITEM NO. 03 & 04 SHALL BE SOFT AND ANNEALED.
6. THE CLAMP SHALL BE PACKED ALONG WITH NECESSARY FASTENING ITEMS (ITEM NO. 07 & 08) WHICH ARE INTENDED FOR FIXING THE CLAMP IN OUTER CASING, IN SEPARATE POLYTHENE POCKET.

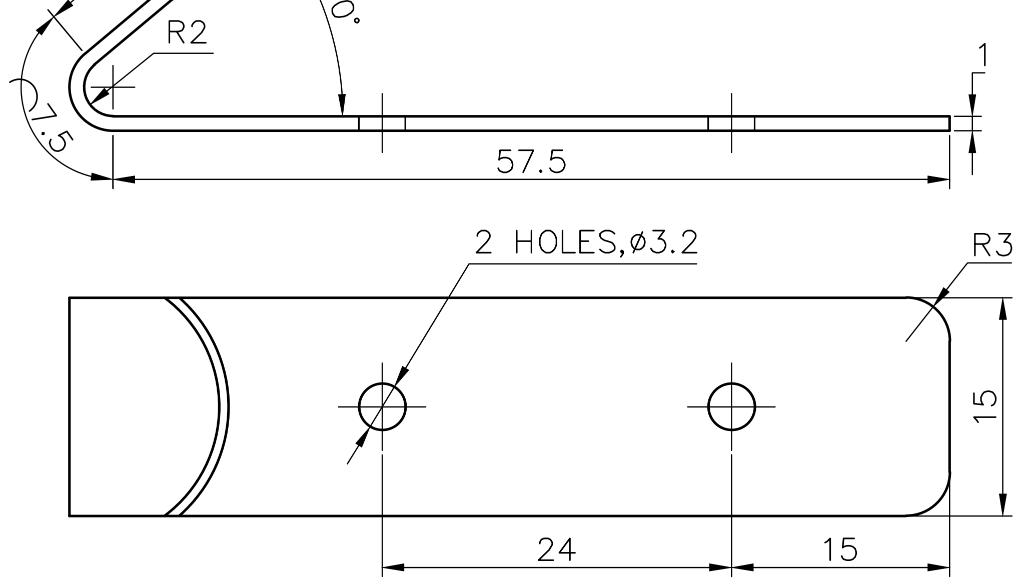
**THIS DRAWING HAS BEEN CONVERTED TO SOFT COPY FROM ORIGINAL DWG NO. 6160-0120-REV-01.



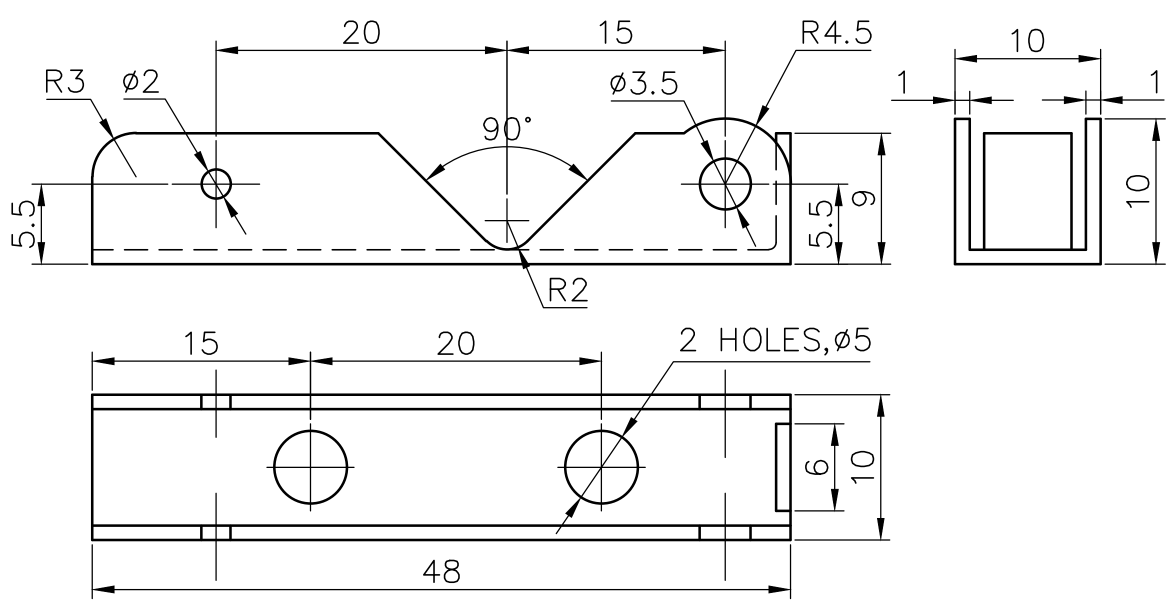
ITEM NO. 01



ITEM NO. 04



ITEM NO. 05



ITEM NO. 02

VARIANT NUMBER	ITEM NUMBER	DESCRIPTION	STD	DRAWING NUMBER	ITEM NO / VAR NO	MATERIAL CODE / MATERIAL SPECN	A/C/P / DI	UNIT WEIGHT / QUANTITY	CS	ZONE
	08	NUT HEX P8 M4				IS:1364(P-3)		0.001 / 02		
	07	SCRU SLT CHS A P5.8 M4X10				IS:1366		0.002 / 02		
	06	RIVET SNAP 3X8				IS:2998		0.001 / 02		
	05	SHEET 1X15X78				IS:1079 HR1		0.009 / 01		
	04	WIRE ø3.15X120				IS:280		0.007 / 01		
	03	WIRE ø3.15X18				IS:280		0.001 / 01		
	02	SHEET 1X30X60				IS:1079 HR1		0.014 / 01		
	01	SHEET 1X35X75				IS:1079 HR1		0.021 / 01		
		SM CLAMP FOR DET INSULATION TYPE-A		6160-0120-20		940070450000 / ASSY				

REV	DATE	ALTERED : N.M.K / CHD & APPD : N.S
02	22.07.20	ITEM NO. 02,05&06 MTL. SPEC.ALTERED. ITEM NO. 07 P.CLASS ALTERED.

REV	DATE	ALTERED : A.R.J / CHD & APPD : K.S
01		ITEM NO. 08 MTL. SPEC. ALTERED.

TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT

Bharat Heavy Electricals Ltd
UNIT: HIGH PRESSURE BOILER PLANT
TIRUCHIRAPALLI – 620014

355-054

	NAME	SIGNATURE	DATE
DRN	G.D.N		01.09.82
CHD	T.K		—
APPD	S.K		—

DEPT LI | CODE 123 | ALL DIMENSIONS ARE IN MM | PROJECTION | SCALE NTS | WEIGHT (Kg) 0.060 | REF TO ASSY / OLD DWG BPS: 516003

TITLE: SHEET METAL CLAMP–A (FOR DETACHABLE INSULATION)

DRAWING NO : 6160–0120 | REV 02

Annexure - I

Certificate by Chartered Accountant on letter head

This is to Certify that M/S ...., (hereinafter referred to as 'company') having its registered office at .... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part–II) .... dtd:.........................., Category: .... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year .... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
   Rs...........................Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
   Rs...........................Lacs

(Strike off whichever is not applicable)

The above investment of Rs...........................Lacs is within permissible limit of Rs...........................Lacs for ....Micro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is .... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant