ANNEXURE-B
1502000023

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

Enquiry Terms & Conditions for Supply of Seamless Steel Tubes & Pipes

Note: **This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical bid.**

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation. (If otherwise mentioned).

Sl No	BHEL Requirements	Supplier Confirmation /Comments
01.	**Material specification:** Supply shall be made strictly as per Specifications mentioned in the enquiry.	
02.	**Specification, Size & Quantity:** a) Specification, size and quantity shall be as given in enquiry. b) Item No 20, 30 & 40 to be supplied fully meeting TDC 102 Rev 18 and Item No 10, 50 & 60 to be supplied fully meeting TDC 101 Rev 20. c) 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. d) Creep Test to be carried out as per SIP:RM:01Rev 01 Creep Testing Requirement. e) All tubes are to be stenciled and colour coded, longitudinally and continuously throughout the length of the tubes with specific details as listed out in the above respective TDCs and the **SIPPP 21 Rev 07.** f) All tubes are to be supplied to the specific length detailed in the description. Any deviation in length has to be indicated in the offer itself. Supplier shall indicate the place of manufacture & mill name in the offer.	
03.	**Pre-Qualification Requirement (PQR)** In addition to the TDC requirements, suppliers shall meet the Pre-Qualification Requirements (**Ref:MM:Pur:Tubes Rev01 for item 20, 30 & 40 & Ref:MM:Pur: Pipes Rev01 for item 10, 50 & 60**). The offers of the suppliers who fail to do so will be liable for rejection.	
04	**Online Supplier Registration:** All vendors who are not registered vendor of BHEL, Trichy for the tendered specification may also submit duly filled-in Supplier Registration form through online portal http://www.supplier.bhel.in and submit all relevant documents as required.	
05	**Offer Submission:** Offer is to be submitted in **TWO part bids system** (Technical bid + Price bid) in the E-Procurement portal **https://bhel.abcprocure.com/EPROC/** ➢ . Scanned copy of the filled Annexure-B, Tender documents etc., shall be uploaded in the EPS portal. ➢ The offer is to be submitted within **2.00 P.M** on or before the due date. ➢ At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, **https://bhel.abcprocure.com/EPROC/** **http://www.bhel.com/tender/** **http://eprocure.gov.in** ➢ After the evaluation of technical bids BHEL reserves the right to go for Reverse Auction instead of opening the price bids.	

06	**Reverse Auction** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."	
07	**Authorization for participation in EPS portal through DSC:** i) **E-Tender Participation requirements** Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3-SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the Bidder Manual available in the web portal **(https://bhel.abcprocure.com/EPROC/)** DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally. ii) **For foreign Principal** In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage **http://www.cca.gov.in/cca/.** iii) **For Indian agent** In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid. **Please intimate the authorized person name, Mail ID for registering DSC with BHEL to participate in E-Tenders**	
08	**Validity:** Offer/Price validity of **60 days is required** from the Price bid opening date.	
09	**Delivery**: The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order.	
10	**Terms of Delivery :** **A. INDIGENOUS:** a) Bidders should submit their offer for FOR Destination -BHEL Stores, Trichy. The quote should be inclusive of all charges, including testing, packing & forwarding, inspection etc. b) Any other extra charges like GST, SGST, CGST, IGST etc. are to be indicated clearly. The offer will be evaluated on total landed cost to BHEL Trichy. c) Any other Tax are to be indicated in offer and is payable extra only on submission of documentary proof. 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. e) The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch. **Information for Indigenous suppliers**: 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. 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.	

3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

4. Invoices will be processed only upon completion of statutory requirement and further subject to following:

   a. Vendor declaring such invoice in Form GST ANX-1

   b. Receipt of Goods or Services and Tax invoice by BHEL

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).

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.

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

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.

11. 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. IMPORTS:

- Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner in Liner Out) basis.

- Port of loading should be indicated without fail.

- Port of discharge should be Chennai.

- The shipment mode shall be "**Containerized Cargo**" only and to be specified clearly in the offer.
- For Japanese sources only, the shipment mode shall be "**Containerized Cargo** or **Break Bulk**" and to be specified clearly in the offer

FOR CFR INCO TERMS – CONTAINERIZED CARGO

a) For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14

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	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". **BREAKBULK CARGO (Applicable for Japanese sources only):** 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. **INFORMATION TO IMPORT SUPPLIERS:** **A)** The Indian Customs 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) **B)** All the shipments for the contracts (POs) finalized on CFR -Chennai Port 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 arise 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 final port of discharge no other charges will be borne by BHEL. (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: a. CIC - Container Imbalance Charges/Surcharges b. EIC - Equipment Imbalance Charge/Surcharges c. CAF - Container/Currency Adjustment Factor d. BAF - Bunker adjustment Factor e. RDS - Rupee Depreciation Surcharge f. CDS - Currency Depreciation Surcharge	
11	**Transport Conditions for Import:** The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment. a) In the event of delayed submission of documents by the supplier, an amount up to 5% of the invoice value will be retained towards demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice. b) In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". 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. **d)** This is required to ensure avoidance of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	

12	**Payment terms:** • BHEL Payment term for indigenous suppliers is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials. • BHEL Payment term for import/ foreign suppliers 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. • Offers with any other payment terms are liable for rejection. • However, in exceptional cases, Usance LC with 60 days' credit will be opened with 1.5% loading on the offered value. The LC will be opened one month prior to material readiness. Suppliers 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 Supplier: a) For new suppliers not registered with BHEL, Trichy for the product, payment shall be made 60 days after receipt and acceptance of materials. b) In case of foreign suppliers, 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. 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.	
13	**Liquidated Damage (Indigenous & Imports):** LD shall be 0.5% of the undelivered portion per week 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).	
	a) IMPORT: For CFR terms, BL date will be considered for LD calculation. b) INDIGENOUS: For "FOR Delivery terms", Lorry way bill date will be taken for LD calculation.	
14	**Public Procurement policy:** The following clauses are applicable for this tender **Public Procurement (Preference to Make in India), Order 2017.** "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. 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." To this effect self-certification Format is attached. Indigenous vendors to submit the same along with the offer, duly filled and signed. **Public Procurement policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2018** In line with the Public Procurement policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2018, the following clauses are applicable.Increase in percentage of procurement of goods and services from MSEs from the present atleast 20% to atleast 25%. • Minimum of 3% for reservation for women owned MSEs within the above mentioned 25% reservation. • Increase in procurement target from MSEs owned by SC/STs from the existing 4 to 6.25% (25% out of target of 25%). • In tenders, reservation of 25% quantity in place of 20% for MSEs quoting within price band of L1+15%. Payment for MSE Indigenous vendors will be as per MSMED Act, 2006.	
15	**Risk Purchase clause :** BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.	

16	**Non-Disclosure Agreement(NDA):** The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).	
17	**Patent Right** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.	
18	**PARTICULARS TO BE FURNISHED BY FOREIGN VENDORS FOR EVALUATION OF BIDS WITH CUSTOMS DUTY BENEFIT**	**VENDOR COMMENTS**
	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.	
19	**Role of Agents** a. BHEL strongly discourages the engagement of Agents by foreign principals, to deal with BHEL, in BHEL's tenders. b. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, else offer is liable for rejection. Agency agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same. c. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL. The list of banned firms is available on BHEL website www.bhel.com. In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian agent.	
20	**Agency Commission:** ➢ In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariable be shown separately in the Performa invoice and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract. ➢ If overseas principal has any tie-up with any third party in respect of agency commission it should be declared while submitting offers. ➢ Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer, if not made available earlier. ➢ For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of order will be taken.	
21	**Evaluation Criteria:** The offers of both import vendors and indigenous vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation details with respect to the import & indigenous vendors is detailed below: **I) Indigenous Vendors** **Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term & LD (C) – Applicable input tax credit (D)** **A.** Indigenous vendors submit offers on Free on Road (FOR), Trichy in INR.	

	B. GST and any other charges quoted by indigenous vendors will be added to the base price. **C.** Loading for payment terms & non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate. **D.** However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost. **ii) <u>Import Vendors</u>** **Total Landed cost = CFR Rate in INR (A) + Applicable Duties (B) + Incidental Charges (C) + Loading for Container Shipment (D) + Loading for payment term & LD (E)** 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. B. Customs duty, 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. C. Incidental charges of 2.22% will be added to the CFR Value. The incidental charge is inclusive of Insurance, port handling charges, & freight charges for movement from Chennai port to BHEL, Trichy. 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. Loading for payment terms & Non-acceptance of Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost.	
22	<u>General condition:</u> a) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation. b) In addition to TCs in relevant IBR forms corresponding mill TCs should also be provided along with dispatch of tubes. Two sets of original and one copy of all such TCs are to be provided to BHEL, Trichy. c) Material is to be inspected by third party inspection agency as approved by IBR and test certificate are to be countersigned by respective Inspection agency in case the Mill is not approved by IBR. d) Acceptance of Test Certificates by BHEL before dispatch is must. e) While dispatching the tubes, in addition to bundling with metal straps, we require slinging arrangement with nylon belt (not rope) for easy handling at loading and unloading points. f) We require the shipment of the Tubes to be as per the dates mentioned against the individual items in the enquiry. g) Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. h) Confirmation for partial ordering to be indicated in the offer itself. i) No revision of prices will be entertained after the tenders are opened. j) 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. k) BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed. l) 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.	

	m) 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. n) 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. o) Offer will be evaluated based on Landed cost to BHEL- Trichy on individual line item basis only. p) Vendor should physically weigh the materials before stuffing them into container and incorporate the same in BL and packing slip q) 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. r) No payment will be made for the excess quantity / length. s) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry. t) 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. u) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. v) The bidder shall submit his response through bid submission to the tender on e-procurement platform at **https://bhel.abcprocure.com/EPROC/.** The bidder would be required to register on the e-procurement market place **https://bhel.abcprocure.com/EPROC/** and submit their bids online. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.	
23	**Fraud Prevention Policy & Suspension of Business Dealings** "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." Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php which includes actions that would be taken against suppliers who do not execute the order placed on them.	
24	**Cartel Formation:** All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.	
25	**Resolution of Disputes:** a. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. b. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 days of its occurrence, then, unless otherwise provided in the contract, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in BHEL Trichy, appointed to be the arbitrator by the General Manager/MM BHEL Trichy. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-) c. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy. d. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India.	

26	**In the event of Force Majeure:** a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD. b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. **d.** In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
27	**Execution of the order:** a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL"s end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order. b. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days **c.** In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.
28	**Enclosures:** a) TDC 102 Rev 18. b) TDC 101 Rev 20 c) SIP:RM:01 Rev 01 Creep Testing Requirement d) SIPP21-07 Colour Codes e) Supplier facility report format f) Non-Disclosure agreement. g) PQR:MM:Pur:Tubes Rev 01 h) PQR:MM:Pur:Pipes Rev 01 i) Agency agreement guidelines.

Bsum (On behalf of BHEL) BHASKARNATH BISWAS Dy-Asst. Engineer - Gr-II MM / Purchase / Tubes BHEL, TRICHY - 620 014.	**SIGNED BY MANUFACTURER / MILL** Name of Mill: Designation / Department: Seal & Signature