

Bidder to note that Deviation/s shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/deviation, offer may be liable for rejection:

1. Warranty period of the supplied products shall be applicable for a period of 24 months from the date of delivery of goods (or) 18 months from the date of commissioning, whichever is earlier. PBG has to be submitted after receipt of goods at project site and shall be valid up to the completion of the Warranty period. It shall however be noted that PBG is not applicable against supply of cable accessories, laser printer & laptop. Also note that PBG should be in the format specified in Annexure-III of ATC and no deviation to this format will be allowed.

Note: In case PBG is not furnished, the 10% basic amount will be withheld from the supply invoice. This withheld amount will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.

2. Unloading of material at consignee location is in the scope of BHEL.
3. i) Delivery period for 1st unit of NPGCL/Nabinagar shall be within 230 days from the date of entering into contract.
ii) Delivery period for 2nd unit of NPGCL/Nabinagar & 01st unit of NTPC/North-Karanpura shall be within 290 days from the date of placement of contract.
iii) Delivery period for 2nd unit of NTPC/North-Karanpura shall be within 350 days from the date of award of contract.
iv) Delivery period for 3rd unit of NPGCL/Nabinagar & NTPC/North-Karanpura shall be within 410 days from the date of award of PO.

4. Terms of Payment for Supply : 90% payment of the basic price of Goods along with 100% GST on the Goods Price but excluding installation and commissioning charges will be paid within 45 days (MSE) / 60 days–Medium Enterprise /90 days-Non MSME of generation of "Delivery Consignee Receipt-cum-Acceptance Certificate (CRAC) for initial payment" against online submission of complete set of invoicing documents.

Balance 10% payment of the basic price of Goods and 100% charges for installation and commissioning (ICT) charges along with GST on these charges will be paid within 45 days (MSE) / 60 days–Medium Enterprise /90 days-Non MSME of generation of "Installation CRAC" against online submission of complete set of invoicing documents after installation and commissioning of goods.

Note: If the E&C could not be completed till the end of the Warranty period due to reasons not attributable to the supplier, BHEL may consider releasing the retention money to the supplier within 45 days (MSE) / 60 days–Medium Enterprise /90 days-Non MSME against Bank Guarantee (BG) for an equivalent value valid for an initial period of one year. BG format for Advance payment towards E&C retention money will be shared by BHEL upon seller's request at the time of expiry of Warranty period.

5. Pre-dispatch inspection at Seller premises: Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection

Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specification. For in-house testing, the Sellers will provide necessary facilities free of cost.

Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. While bidding, the sellers should take into account 10 days for arranging inspection from the date of email offering the goods for inspection. Any delay in arranging inspection beyond 10 days due to reasons not attributable to seller, shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.

The goods would be dispatched to respective consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment.

6. Material despatch clearance certificate (MDCC): Seller should take into account 12 days for issuance of despatch clearance by BHEL from the date of successful inspection report. Any delay in issuance of MDCC beyond 12 days shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.
7. Shortages: In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages, caused by supplier's act or omission, shall be made good at free of cost within a reasonable time that BHEL may allow from such intimation.
8. Transit Damages: In the event of goods having found in damaged condition upon opening of packages at site, supplier shall make good of all such damages within a reasonable time from such intimation by BHEL.
9. Dispatch documents: Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Officer/BHEL directly. Despatch documents shall include the following:

Invoice (01 original and 01 copy with original sign & seal / digitally signed invoice), Packing List, NIL Short-Shipment Certificate, POD (Proof of Delivery) on Lorry Receipt (L/R) and original Performance Bank Guarantee (directly from issuing bank to BHEL).

One set of Invoice, L/R, Packing List & E-way bill (Part-A & B) shall be e-mailed immediately to BHEL-EDN during despatch.

Note: Detailed Packing List should indicate package-wise content details and also Net & Gross weight of each package.

10. After award of contract, Successful Bidder shall submit complete set of documents (like drawings, bill of materials, datasheets, catalogues, quality plan etc. as called in tender specification) for approval, within 25 days of award of contract. Buyer shall issue manufacturing clearance along with approved documents within 70 days from receipt of

complete set of documents from seller. Any delay in providing approved documents beyond 70 days shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.

In case of any corrections in documents to be incorporated by seller for approval of document based on end-user/consultant/buyer comments, revised documents have to be submitted incorporating all corrections within 07 days. Seller shall be required to commence manufacturing only after receipt of approved documents from BHEL.

11. Packaging and dispatch: The Seller shall package the goods safely and carefully considering the peculiarity of the material for safe transport by Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/ hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.

The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions.

Each package must be marked with respective Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (LxBxH) and Seller's name. Packing list of goods inside each package with PO item number and quantity must also be fixed securely outside the box to indicate the contents of each box.

Total number of packages in the consignment must also be indicated in the packing list.

Separate packing & identification of items should be as follows.

1. Main Scope - All items must be tagged with part no. & item description.
2. Commissioning accessories - All items must be tagged with part no. & item description.
3. Mandatory spares - All items must be tagged with part no. & item description.

Wooden packing shall be strong and efficient enough to ensure safe preservation without moisture ingress up to the final point of destination. In order to avoid water seepage, proper care should be taken to ensure there are no joints on the top side of the packages.

12. Prevailing tentative E&C/Commissioning schedule: within 04 months from the delivery of VFD system at each project site.

Approx. 12 man-days are to be considered for Erection Supervision & Commissioning of each VFD. Commissioning/ E&C call will be issued to vendor after actual readiness of site. In case of requirement of multiple visits for reasons not attributable to seller, delivery period for service shall be considered from date of actual readiness of site fronts.

13. Integrity Pact: Execution of Integrity Pact is applicable for this tender. Refer Annexure-IV of ATC in this regard.

14. Conflict of Interest among Bidders/Agents:

*"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:*

- a) they have controlling partner (s) in common; **or***
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or***
- c) they have the same legal representative/agent for purposes of this bid; **or***
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or***
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or***
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and*
 - 2. Indian/foreign agent on behalf of only one principal;*

or*
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or***
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."*