

ANNEX-1: SPECIAL TERMS AND CONDITIONS

Collective no.: G9AUS00010

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(Otherwise your bid will be disqualified)

Sl. No.	Terms & Conditions	Supplier confirmation (YES/NO)	Deviations (if any mention clearly)
1.	<p>Details of Item: DISHED END FOR ADSORBER/VACUUM TANK , Qty 50nos. DISHED END FOR SURGE/STORAGE VESSEL, Qty 32nos. DISHED END FOR AIR RECEIVER, Qty 16nos.</p> <p>Drg no. 35601001041</p> <p>BHEL's Scope: 1. Raw material shall be supplied as free issue by BHEL. Transportation of raw material from BHEL to Vendor works is in BHEL scope. 2. Item Inspection shall be carried out by BHEL.</p> <p>Vendor's Scope : 1. Manufacturing of Dishends as per drawing 2. Supply of Finished item at BHEL stores.</p>		
2.	<p>It is the sole responsibility of the vendor to understand both technical and commercial requirements of the tender before submission of two-part bid within the due date. All the clarifications (if any) regarding technical and commercial terms shall be clarified before submission of offer. Any deviations to the clauses on account of interpretations & assumptions shall not be allowed. Revised price / Impact price will be allowed only in the event of change in technical / commercial conditions by BHEL. (Refer clause 4.B.iv of ITB-10).</p> <p>Two Part Bid shall consist of:</p> <p>Part-I bid (Technical bid): Technical offer along with documents and credential as per un-priced format-A, Annexure I of Special terms and conditions, ITB, PQR Bid should be Mailed to technicalbid_hyd@bhel.in</p> <p>Part-II bid (Price bid): only Price Bid in price format B and should not contain any technical and commercial terms. Bid should be mailed to pricebid_hyd@bhel.in</p>		

Signature of the supplier with seal.

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	<p>Note:</p> <p>a) Technical bid and Price bid must be submitted in separate sealed.</p> <p>b) The details like Name of the Vendor, Collective No, Due Date, Technical Bid or Price Bid, as the case may be, shall be clearly superscribed on each cover. The third cover containing both technical and price bid covers should be super-scribed with Tender No. and Due date.</p> <p>c) Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/amendments, if any.</p> <p>d) Price bid of only those bidders shall be opened who will meet the pre-qualifying requirement of the tender.</p> <p>d) The date for the Price Bid opening shall be intimated to all the Techno-commercially qualified bidders before the Price Bid opening.</p> <p>e) All the Tender Documents shall automatically become a part of the Order/Contract after its finalization.</p> <p>f) The bidders will be allowed to submit the impact due to changes in technical scope /commercial terms or revised price bid, if felt needed, only when their technical/commercial parameters or specifications are changed subsequently.</p> <p>g) Revised price bids will not be accepted after opening of technical bids.</p>		
3	<p><u>TRANSPORTATION CHARGES:</u></p> <p>Sending of free issue material from BHEL (HPEP) stores to subcontractor works is in the scope of BHEL.</p> <p>The delivery of the sub-contracted goods to BHEL stores is the responsibility of the subcontractor.</p> <p>Subcontractor to include delivery charges for subcontracted items in their quoted rates.</p> <p>In case of transfer of raw materials (semi furnished items from one vendor to another vendor through MIDA, the responsibility for dispatch of materials including transportation and handling shall be with first vendor.</p>		
4	<p>Purchase orders shall be placed on the eligible subcontractors after contract finalization.</p>		

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	<p>The Subcontractor shall undertake all jobs awarded to them and execute them to as per Contract terms. Failure to comply with this requirement shall be dealt in line with latest revision of BHEL's Guidelines for Suspension of Business Dealings with Suppliers/Contractors.</p> <p>In case it is found later at any stage after placement of P.O. on a Subcontractor that facilities required for the job are not available in working condition at Subcontractor's works, BHEL has the right to withdraw the order without compensation of any kind of loss to Subcontractor due to such withdrawal of orders.</p> <p>Action on default subcontractors shall be taken by BHEL as per BHEL's Guidelines for Suspension of Business Dealings with Suppliers/Contractors.</p>		
5	<p><u>ORDER EXECUTION:</u></p> <p>BHEL shall have the right to cancel any order either wholly or in part, in case, it is obliged to do so on account of any declines, diminution, curtailments or stoppage of BHEL's business.</p> <p>Subcontractors are not permitted to use BHEL drawings for other than BHEL's requirements and shall execute a confidentiality agreement to this effect before commencement of ordering takes place.</p> <p>After manufacture of items, the subcontractors shall return all the drawings & process sheets issued for the purpose of manufacture along with delivery of materials.</p> <p>Subcontractor should take all necessary precautions to ensure safety of BHEL material against damage or loss in any form. Subcontractor should execute any deed or agreements, framed by BHEL for the safety of the issued materials, while such property is in the possession or under the control of the subcontractor or any other person connected with him.</p> <p>The Subcontractor shall produce the materials / records of the free issue items supplied by BHEL, Hyderabad in the form of raw materials, semi-finished components to BHEL officials visiting Subcontractor unit for verification purposes. If the Subcontractor fails to produce or properly account the materials so issued, BHEL, Hyderabad will have the right to take further action as deemed fit - including recovery of the value of the materials along with the respective administration charges and statutory levies from the running bills of the Subcontractors/ temporary suspension of load/ termination of contract / de-listing.</p> <p>All the materials of BHEL, Hyderabad under no circumstance be sold / hypothecated to any bank or to any lending institution or to any party whomsoever. It should not also be shown as the subcontractor's assets in any of statements of the subcontractor to any party.</p>		

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	<p>Movement of items issued by BHEL to any other place other than the subcontractor's works is prohibited. Further subcontracting of work without prior written permission of BHEL is also not allowed. All such violations may attract cancellation of orders and recovery of full material costs.</p> <p>It shall be the responsibility of subcontractors to check the raw materials received both for quality & quantity as mentioned in the order/SMIV before issuing or receipt of the material.</p> <p>Subcontractors shall ensure transfer of materials identity and traceability at all stages and also maintain proper record.</p> <p>The manufacturing shall be made strictly according to BHEL drawings, documents; quality plans by using qualified people. Any ambiguities, differences to be settled prior to commencement of work.</p> <p>After placing PO, in case vendor fails to execute the order due to any reasons, it is vendor's obligation to return the raw material to BHEL failing which action shall be initiated on the vendor or BHEL will bring back material as per transport contract and the amount will be taken/deducted from available bills of vendor.</p> <p>If it is found by Sub Contracting officer immediately after due delivery date, that no work has been initiated by vendor on the issued raw material, the vendor shall return the raw material to BHEL as advised by empowered committee.</p>		
6.	<p>Terms of Delivery and Delivery schedule:</p> <p>Tender evaluation is item wise.</p> <p>Delivery terms shall be F.O.R. BHEL, Hyderabad stores basis.</p> <p>For every item delivery schedule shall be 20 days (FOR BHEL Stores) from date of material supply.</p> <p>The finished item has to be delivered to BHEL/ Hyderabad shipping/Stores on acceptance by BHEL/ Hyderabad Officials or by their authorized inspection agency</p> <p>Bidders are requested to comply with above said delivery schedule. BHEL reserves the right to reject the bidder's offer in case of not accepting the above delivery schedule.</p>		

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	<p>Note:</p> <p>BHEL also reserves the right to place the purchase order on more than one supplier. Quantity shall be distributed to L1, L2,.....L (N-1) bidders subject to acceptance of L1 price by L2, L3LN-1 bidders where N is total number of qualified bidders.</p>		
7.	<p>Distribution of quantity:</p> <p>Each bidder to quote clearly the Quantity, item wise, which can be delivered within 20 days from date of receipt of material. Bidder to submit quantity without price in enclosed format-A along with their techno-commercially offer. Bidders to quote price in price format-B only.</p> <p>a) Purchase order on L1 bidder shall be placed for the quoted quantity subjected to max of BHEL requirement item wise.</p> <p>b) If L1 bidder's quoted quantity (item wise) is less than the tender quantity (item wise) then L1 price, as finalized, shall be counter offered to L2 bidder for acceptance.</p> <p>c) If L2 price (including loading if any) matches the L1 price then purchase order shall be placed for his quoted quantity subject to cumulative requirement (L1 Qty + L2 Qty) is less than or equal to RFQ quantity.</p> <p>d) In case the cumulative quantity is less than the RFQ quantity or L2 doesn't accept the L1 price then above criteria for distribution shall be continued with L3, L4...L(N-1) till BHEL's RFQ quantity is met or responses exhausted.</p>		

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8	<p><u>Custody of materials issued by BHEL to Subcontractor:</u></p> <p>The Subcontractor should properly utilize materials issued by BHEL/HPEP Hyderabad as per the drawings/PO in order to meet design and quality requirements of the product.</p> <p>The raw material issued to the Subcontractor in connection with the contract shall remain the property of BHEL, HPEP Hyderabad. The Subcontractor shall use the above materials only for the execution of BHEL's POs for which the materials have been issued, and for no other purpose whatsoever.</p> <p>The Subcontractor shall be responsible for the full value thereof to be assessed by BHEL, HPEP Hyderabad whose decision shall be binding on the Subcontractor.</p> <p>The Subcontractor shall be liable for the loss or damage to such property from whatever the cause may be while such property is in the possession or under the control of the Subcontractor, their employees, workmen or agents or any other person connected with the Subcontractor. All the materials of BHEL, HPEP Hyderabad shall under no circumstance be sold/hypothecated to any bank, to any lending institution, or to any party whomsoever. Such materials should not be shown as the Subcontractor's assets in any of the statements of the Subcontractor to any party.</p> <p>The Subcontractor shall produce the materials supplied by BHEL, HPEP Hyderabad in the form of raw material, semi-finished components to BHEL officials visiting the Subcontractor's unit for verification purposes. Any act of Subcontractor resulting in dishonest misappropriation or conversion of the materials so issued for his own use shall constitute the offence of Civil / Criminal Breach of Trust under Indian Penal Code and/or such other offences under any other provisions of law and the Contractee (BHEL) shall have every right to proceed against the Subcontractor under Civil/Criminal Law in order to ensure proper punishment to such perpetrator(s) for the said offence(s). In such cases, BHEL shall take all necessary steps to recover the material available with those firms.</p> <p>The Project name, Customer / Sale Order number, quantity, DU number, weight, Subcontractor's BHEL assigned SAP code number shall be legibly stenciled for identification and dispatch as may be advised.</p> <p>Subcontractor SAP code number alone shall be punched using letter punch and bordered suitably for identification.</p>		
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9	<u>Inspection:</u> Inspection of fabrications shall be by BHEL Quality Control Department and/or by BHEL's customers and/or by an agency or person(s) authorized by BHEL at the Subcontractor's works. All facilities and equipments, calibrated instruments and standard gauges required for inspection shall be provided by the Subcontractor at their own cost. BHEL representatives/authorized agents shall have free access to the Subcontractor's works at any time during the execution of the orders as well as for verification of requisite documents/materials. Acceptance of the product after inspection makes the Subcontractor eligible for payment. However, such acceptance after inspection by BHEL / TPI does not absolve the responsibility of the Subcontractor in ensuring the quality / performance of their product, even after the warranty period. Quality documents such as dimension report, material TC, etc., against the PO placed shall be sent along dispatches.		
10	<u>Payment:</u> Payment will be normally made within 75 days from date of receipt and will be against accepted GR. However, BHEL will make payments within 45 days to MSE units. Any payments due to sub contractor shall not carry any interest . Payment shall be subject to the deduction of any amount for which the subcontractor is liable under this contract.		
11	<u>Scrap:</u> If the supplied raw material is as per drawing, no scrap cost shall be recovered from vendor bills. If the supplied raw material is higher size than drawing dimensions, suitable scrap cost shall be recovered (at the rates decided by BHEL) from vendor bills along with GST.		
12	<u>Bank Guarantee:</u> Bank guarantee/Fixed Deposit is required for free issue material as per following conditions, For free issue Material valuing Rs.50, 000 Per PO, No BG/FDR required. For the material value more than Rs 50,000/ per PO, 10% of the material value shall be provided as BG/FDR. BG/FD should be submitted to BHEL within 2 days from date of intimation from BHEL for the same.		

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	BG/FDR shall be valid for a period of 1 year from date of PO. BG/FDR shall be returned to vendor on successful completion of contract, on receipt of request for the same.		
13	Bidder to also note that Reverse auction shall not be conducted for the Tender. Bidder to quote their best and competitive price.		
14	Major activity timelines shall be as follows: a. PO acknowledgement by vendor: within 1 days from LOI/PO date b. Raising of Inspection Call by vendor: 1 days in advance from scheduled inspection date.		
15	Tie of Prices: In course of evaluation , if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case of more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders or their representative. Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.		
16	Bidders to ensure that they have submitted following documents: Part-I (technical bid): a) Instruction to Bidder (ITB-10) duly sealed and signed b) Special terms & conditions c) Format-A of unpriced copy sealed & signed d) signed copy of Technical Specification/drg f) Pre qualification record and related documents Part-II (price bid): a) Format-B of BOQ cum price schedule.		
17	Action against defaulting subcontractors shall be taken in accordance with the latest revision of BHEL Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. Refer link: http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf . The Bidder shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website		

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	<p>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.</p> <p>All safety precautions and use of safety equipment are to be followed while carrying out the fabrication and dispatch of the same. The sub-contractor must have proper tools and handling equipment.</p> <p>There should always be a responsible person available to oversee the operation and compliance of safety regulation etc. If any non-compliance with respect to proper safety conditions/requirements, BHEL may withhold visit/inspection, instruct stoppage of work till such time the desired safety requirements/conditions are met with.</p> <p>All the documents of BHEL (inclusive of Drawings, BOM and Standards) made available to the fabricator should be kept in strict confidence and under no circumstance be made available to others or allow others to make use of them. Such documents shall be returned to us on demand after completion.</p> <p>This secrecy clause is binding on the employees of the fabricators also. Action against defaulting subcontractors shall be taken in accordance with BHEL latest Guidelines for Suspension of Business dealings with suppliers/ contractors.</p> <p>Refer link http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf</p> <p>In case it comes to notice of BHEL during the finalization of Tender / after placement of Contract and while executing the Contract, that sub-contractor has given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents / certificates or any information prejudicial to BHEL's interest, BHEL will suspend the business with the sub-contractor at any stage and the Bank Guarantee will be forfeited. Action against such subcontractors shall be taken in accordance with the latest revision of BHEL Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. Refer link:</p> <p>http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf</p> <p>All the statutory obligations such as ESI, PF, Labour Acts, Factories Act, etc., will have to be taken care of by the Subcontractor. BHEL, HPEP, HYDERABAD will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned statutory authorities for recovery of any of their dues on BHEL, the same would be paid without notice to the Subcontractor and recovered the respective Subcontractor by suitable means as decided by BHEL.</p>
18	<p>a) In case GST credit is delayed/denied to BHEL due to delayed/non receipt of goods and/or tax invoice or delayed/non filling of GST return or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest and penalty levied/leviable on BHEL.</p> <p>b) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.</p> <p>c) Taxes and duties if not eligible for ITC prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be paid reimbursed by BHEL. In case of increase in tax rate due to delayed delivery, BHEL shall not reimburse extra tax amount.</p> <p>d) Vendor shall raise the GST Invoice with applicable SAC/HSN as applicable.</p>

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	<p>e) Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.</p> <p>f) In case changes are required on the invoice, Vendor has to raise a revised invoice to give that effect that or else a credit/debit note as per GST provisions to be issued.</p> <p>g) If the sub-contractor delays beyond any agreed delivery date(s) or period(s), Purchaser shall levy penalty for such delay @ 0.5% per week (7 days) or part thereof on delayed portion of the order value subject to a maximum of 10% of the value of subcontract order. Penalty amount so determined along with GST if applicable thereon shall be recovered.</p> <p>h) All the details of invoices raised on BHEL shall require to be matched with the corresponding details filed/uploaded in GST return. In case of missing details (invoice not filed in GST return) or incorrect/unmatched details (invoice no. of the bill and return is not matching), BHEL reserve the right to recover the applicable amount along with interest & penalty from the supplier/vendor, if paid earlier</p> <p>i) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged. TDS as per GST & Income Tax, as applicable, will be complied.</p>
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All other terms and conditions shall be as per ITB-Rev-10. Special terms and conditions will prevail over all other documents in case of any discrepancies.

NOTE TO BIDDERS:

- Vendors to indicate their response to each of the above clauses either by 'YES' or 'NO' in the Supplier confirmation column. In case they don't reply Yes/No and leave blank, then it will be considered that they have no deviation.
- Vendors, if taking deviations from the specified conditions, may indicate the same clearly in deviation column and if needed on a separate sheet, with reasons for such deviation and in such a case BHEL reserves the right to reject the offer summarily or load the vendor suitably – solely at its discretion and in its interests.
- Please submit your Quotation in Two Part Bids through Post/Courier to
DGM/SDC
Tender Box, Vendor Complex
BHEL, RCPURAM
Hyderabad-502032
Telangana State, India.
or submit your Quotation through mails in two part bids on following mails by 11.00 hrs (IST) on or before due date.

- i) Technical bid (Part-I) to technicalbid_hyd@bhel.in
- ii) Price bid (Part-II) to pricebid_hyd@bhel.in

Signature of the supplier with seal.