

Annexure-A-Commercial Terms and Conditions - Enq No.

SL. No	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S RESPONSE
1	SUPPLIER QUOTATION REFERENCE NO. WITH DATE	TO BE FILLEED BY SUPPLIER	
2	PRICE	Firm till completion of order.	
3	DELIVERY TERMS	FOR - Destination means FOR - BHEL Stores, Ranipet [Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. Unloading at BHEL Stores would be to the account of BHEL only].	
4	PACKING & FORWARDING	Included. (if extra indicate in %age / value lump sum / value per unit)	
5	FREIGHT & INSURANCE	Included. (if extra indicate in %age / value lump sum / value per unit)	
6	GST	Applicable GST (%) to be indicated by supplier. (IGST/SGST/CGST/UTGST) (Applicable on basic price). Bidder to specify the applicable GST is EXTRA or INCLUSIVE .	
7	HSN # No of products	To be indicated for each product	
8	MSME STATUS (MICRO/SMALL/MEDIUM)	Specific category to be indicated by supplier along with supporting document. (MICRO/SMALL/MEDIUM or Not Applicable)	
9	PAYMENT	100% payment will be made directly thru' EFT within 90 days from the date of receipt and acceptance of materials at BHEL Stores, RANIPET for NON-MSE vendor and within 45 days for MSE vendor. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.	
10	DELIVERY PERIOD	To be indicated by supplier in weeks.	
11	L.D.CLAUSE	As indicated in Enquiry (ANNEXURE –B, GENERAL TERMS & CONDITIONS) Confirmation L.D. clause as indicated in Enquiry @ 0.5% per week subject to a maximum of 10% PLUS applicable Goods & Services Tax (GST) for the delayed delivery. (In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder)	
12	OFFER VALIDITY	Minimum 90 days from the date of technical bid opening/RA.	

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13	INSPECTION BEFORE DESPATCH	Will be done at suppliers Works Before Dispatch. No Extra cost shall be offered.	
14	TEST CERTIFICATE	Required at no extra cost	
15	GUARANTEE CERTIFICATE	Period: 12 months from the date of commissioning (or) 18 months from the date of supply whichever is earlier. Required at no extra cost	
16	INSTALLATION & COMMISSIONING	Not applicable	
17	O & M MANUAL	Not applicable	
18	RISK PURCHASE	Alternatively, the purchaser at his option will be entitled 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, within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to penalty due to Liquidated Damage.SPECIFICALLY CONFIRM YOUR ACCEPTANCE	
19	PERFORMANCE BANK GUARANTEE (PBG)	The Performance Bank Guarantee for 10% of Order Value is to be submitted along with the Supply, Valid for 18 months from the date of Supply + claim period as per Reserve Bank of India (RBI) guidelines. Bidder to confirm.	Not Applicable
20	CONTRACT EXECUTION BANK GUARANTEE (CEBG)	The Supplier shall submit a BG for 2% of the Contract value valid for a period of 03 months in excess of agreed delivery period. Attached CEBG Format is to be signed and submitted along with bid as a token of acceptance. Bidder to note that no deviation is allowed. CEBG should be submitted within 30 days from the date of PO.	Not Applicable
21	Confirmation for Reverse Auction	RA SHALL NOT BE APPLICABLE AGAINST THIS ENQUIRY	
22	GST registration no	Supplier to indicate GST registration no of firm	
23	MANUFACTURING PLACE & COUNTRY	To be indicated by supplier.	
24	CONTACT PERSON NAME WITH TELEPHONE/MOB NO & EMAIL	To be provided by supplier.	
25	Any other charges, if applicable	To be specified by bidder in percentage on basic price	
26	Public Procurement (Preference to Make in India)	For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 & 29.09.2020 and subsequent orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.	

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SL. No	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S RESPONSE
27	Local content declaration	Supplier to furnish the declaration in the attached format (in company letter head) along with bid.	
28	Land Border sharing declaration	Supplier to furnish the declaration in the attached format (in company letter head) along with bid.	
29	I HAVE THOROUGHLY GONE THROUGH EACH LINE ITEMS AND QUOTED THE PRICES ACCORDINGLY	-	

Annexure-C-Technical and Quality

SL No	Description	BHEL's Requirement	Suppliers Comment
1	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).	

The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "not applicable". No column should be left blank. Non filling-up of columns may lead to rejection of your offer. If there is any difference (in the points accepted/confirmed) between the offer and this filled-up commercial terms & conditions sheet, the later only shall prevail.

DATE:

SIGNATURE WITH SEAL

Manufacturer's Logo, if available Format No		MANUFACTURER'S NAME & ADDRESS:		MANUFACTURING QUALITY PLAN						PROJECT: BHEL PO NO & DATE: MQP NO: DATE: DD/MM/YYYY		REV NO: PAGE: 1 OF 2										
SUB-SYSTEM :		CHARACTERISTICS		TYPE OF CHECK		QUANTUM OF CHECK		REFERENCE DOCUMENT		ACCEPTANCE NORMS		FORMAT OF RECORD		AGENCY		REMARKS						
SL. NO		2		3		4		5		6		7		8		9		10		11		
1.0 RAW MATERIALS & BOUGHT OUT ITEMS (BOI):																						
2.0 INPROCESS CONTROLS:																						
3.0 FINAL INSPECTION :																						
4.0 PAINTING, MARKING, PACKING AND PRESERVATION:																						

QP shall be submitted in the format incorporating following minimum checks, format to be signed, sealed as token of acceptance

- a. Raw materials test certificate review (chemical & Mechanical tests) - per heat / heat treatment batch and NDT test (if applicable).
- b. BOI Items (if any) - Review of reports in line with specification.
- b. In process inspection stages like heat treatment, machining etc (as applicable)
- c. Visual & Dimension inspection, functional test (if applicable) (witness by BHEL TPI)
- d. Packing, Painting & preservation details
- e. Any other relevant stages as per specification / standard

Annexure Q (Quality requirements format) shall be filled in, signed and sealed:

<p>LEGEND: * RECORDS IDENTIFIED WITH "TICK" (✓) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION.</p> <p>** M: MANUFACTURER, C: BHEL / BHEL AIA, N: CUSTOMER; P: PERFORM, W: WITNESS, V: VERIFICATION;</p> <p>CLASS: A - CRITICAL, B - MAJOR; C - MINOR;</p> <p>MTC- MILL /MANUFACTURER'S TEST CERTIFICATE; IR- INSPECTION REPORT.</p>	
<p>PREPARED BY</p> <p>MANUFACTURER</p>	<p>REVIEWED & APPROVED BY</p> <p>MAIN SUPPLIER (BHEL)</p>
<p>SIGNATURE & SEAL</p>	

MANUFACTURING QUALITY PLAN		PROJECT: BHEL PO NO & DATE:		REV NO: PAGE: 2 OF 2	
MANUFACTURER'S NAME & ADDRESS:		MCP NO:		DATE: DD/MM/YYYY	
PRODUCT:		AGENCY		REMARKS	
SUB-SYSTEM:		M C N		** 10	
CLASS		ACCEPTANCE NORMS		9 D**	
3		8		11	
CHARACTERISTICS		REFERENCE DOCUMENT		7	
2		QUANTUM OF CHECK		6	
COMPONENT & OPERATIONS		TYPE OF CHECK		5	
1		4		8	

NOTES:

1. Latest revision of standards & specifications shall apply.
2. Materials shall be procured in compliance to Functional Technical Specification.
3. Inspection shall be in compliance with approved Quality Control Procedure for the product.
4. Qualified Personnel shall carry out NDT with compliance to approved NDT Procedures and Acceptance Norms, as per ASME Section V.
5. Gauges and measuring Instruments, with valid calibration only shall be used
6. Cleaning and Painting of products shall be carried out as per Approved Painting Schedule as applicable.
7. Finished Products shall be packed to comply with approved Packing Schedule.
8. BHEL Authorized representatives shall have the right to witness inspection and testing of goods mentioned in the PO. Inspection / Inspection waiver / approval by BHEL does not absolve Supplier's responsibility for conformity of the specification as per the terms of PO.
9. QA Documentation package shall include copy of approved Data Sheets/ Drawings & QP, along with all Material Test Certificate (MTCs), CHPs, Material Dispatch Clearance Certificate for all items.
10. This QP shall be read along with relevant PO, BHEL drawing and approved data sheet.
11. This QP is applicable for mandatory spare also as applicable.

LEGEND: * RECORDS IDENTIFIED WITH "TICK" (✓) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION.	
** M: MANUFACTURER, C: BHEL / BHEL AIA, N: CUSTOMER; P: PERFORM, W: WITNESS, V: VERIFICATION;	
CLASS: A - CRITICAL, B - MAJOR; C - MINOR;	
MTC- MILL /MANUFACTURER'S TEST CERTIFICATE; IR- INSPECTION REPORT.	
	REVIEWED & APPROVED BY
	MANUFACTURER
SIGNATURE & SEAL	

Annexure Q		
	Indent No:	Enquiry no:
Sl.No	BHEL / Customer Requirements	## Specific confirmations by the manufacturer (Acceptable/Not acceptable)
	Quality Plan Requirement: (If SQP is not given & Vendor QP applicable)	
	(i) MQP (Manufacturing Quality Plan) shall be submitted in attached format for BHEL/Customer review & approval. Our SQP/Typical MQP/ MQP Format is attached for guidance & use.	
	(ii) MQP shall invariably cover w.r.t Inward inspection including on Raw material Procurement, In process and Final inspection in elaborated way/details.	
	(iii) Bidder shall also to give specific confirmation that on need basis, their competent officials shall visit to BHEL / customer for finalization of Quality plan including test procedure/methodology during preaward / post award approval / detailed engineering in the event of an order.	
	(iv) No deviation on BHEL/Customer approved MQP/ SQP (In case BHEL SQP is provided) is acceptable.	
1	(v) Bidder shall agree to submit all cross referred documents other than codes/standards to BHEL/Customer/Consultant.	
	Important Notes shall be included in MQP : (a) Latest revision of Standard s & Specification shall apply. Only International Standards are applicable. (b) Materials shall be procured in compliance to Functional Technical Specification. (c) Inspection shall be in compliance with Approved Quality Control Procedure for the Product. (d) NDT shall be carried out by Qualified Personnel with compliance to Approved NDT Procedures and Acceptance Norms, as per ASME standard. (e) Gauges and measuring Instruments, with valid calibration only shall be used. (f) Cleaning and Painting of products shall be carried out as per Approved Painting Schedule. (g) Finished Products shall be packed to comply with Approved Packing Schedule. (h) Welding shall be carried out by Qualified Personnel with compliance to Approved NDT Procedures and Acceptance Norms, as per ASME standard.	
2	Domestic / Inland Inspection will be carried out by BHEL/BHEL appointed Third Party Inspection Agency (TPIA) / Customer/Customer Appointed Inspection Agency/Consultant. This is applicable for all Stage inspection and Final Inspection identified as "W" - Witness or "CHP" - Customer Hold Point as per customer approved Quality Plan/ Technical specification / Approved Drawing/ Approved Data sheet / Scheme / PID / PFD / SLD (Process Instrumentation Diagram / Process Flow Diagram / Single Line Diagram) etc. (as applicable).	
3	Inspection Agency for Foreign Bidders and also for Indian Bidder but importing from Foreign Sources: (1) Any one of the following Third Party Inspection Agency (TPIA) shall be appointed by the bidder and same shall be furnished by the bidder in techno commercial bid itself. (2) The details of TPIA with contact details like Name of the official, Phone no, Email id shall also to be submitted during pre/post award. However cost for such inspection agency shall be borne by the bidder only. Inspection charges for such inspection agency shall be indicated separately so that if BHEL/Customer is undertaking the inspection by on their own , then these charges are non claimable by the bidder. List of TPIA 1.M/s Bureau Veritas 2.M/s TUV-Nord 3.M/s TUV-SUD 4.M/s TUV Rheinland 5.M/s Lloyds Register 6.M/s SGS 7.M/s Germanischer Lloyds 8.M/s QUEST 9.M/s Certification Engineers International 10.M/s Intertek 11.M/s IR Class Systems and Solutions 12.M/s DNV 13. M/s Fichtner 14. M/s ABS Inspection Services	

Receipt No : 388850/2024/BAP-QC-NDTL

Sl.No	BHEL / Customer Requirements	## Specific confirmations by the manufacturer (Acceptable/Not acceptable)
4	Stage Inspection during manufacturing Process : Stage Inspection during manufacturing shall be carried out as per approved quality plan and all necessary documents shall be provided for review, verification and clearance for further processing. This inspection call shall be given well in advance (at least 2 weeks before) to TPI/Bidder's own inspection agency to avoid delay in the manufacturing processes.	
5	Inspection before despatch for domestic supplier : Inspection before despatch at supplier's works shall be carried out by BHEL appointed Inspection agency (as in Sl no. 2). Inspection shall be done as per approved Quality plan/ Technical specification/ Approved Drawing/ Approved Data sheet .	
6	Inspection at Foreign Source/Supplier: (a) As in sl no: 3. shall be ensured without fail (b) No material / items shall be despatched without getting the written communication from BHEL / Customer inspection carried out by Bidder appointed Third Party Inspection Agency (As per Sl no.3) / Customer/Customer Appointed Inspection Agency/Consultant. This is applicable for all Stage inspection and Final Inspection identified as "W" - Witness or "CHP" - Customer Hold Point as per customer approved Quality Plan/ Technical specification / Approved Drawing/ Approved Data sheet / Scheme / PID / PFD / SLD (Process Instrumentation Diagram / Process Flow Diagram / Single Line Diagram) etc. (As applicable). Inspection before despatch for Foreign supplier : Inspection before despatch at supplier's works shall be carried out by bidder appointed inspection agencies having international presence at vendors and or vendor's sub vendor works. Inspection shall be done as per approved Quality plan/ Technical specification/ Approved Drawing/ Approved Data sheet by TPIA mentioned in Sl no: 03 at supplier's cost.	
7	Painting shall be done strictly as per BHEL/Customer approved painting schedule / scheme only. Paint Thickness / Paint shade shall be ensured as per BHEL / Customer approved painting schedule / specification / data sheet etc. No deviation is acceptable unless otherwise accepted by BHEL/Customer in writing. Any conflict if any among BHEL / Customer approved painting schedule / Spec / data sheet etc. shall be brought to the notice of BHEL well in advance before proceeding including the BOI being procured for assy / skid like motors etc.	
8	Specific conformation for document package in the event of an order (2 Hard copies & soft copy in PDF file) is to be given containing the following with proper linkages (i) Index Sheet (ii) MQP/RQP/Endorsement Sheet (As applicable) (iii) TCs identified by BHEL/ Customer for record for "CHP" / "W" and Verification portion ("V") as given in approved QP. (iv) Final inspection report + TC including Chemical + Mechanical + HT + NDT etc. (v) Third party Inspection report + TC (vi) Customer CHP/ MDCC (vii) Type test / Performance Test reports conducted (viii) Type test / Performance Test approval/ clearance obtained from BHEL/Customer (ix) BOM with As Build Drgs with actual make / rating used with BHEL/customer approved drawings.	
9	Packing / Seaworthy Packing shall be as per BHEL Packing schedule / approved drg / sketch. This shall be ensured to take care transit / handling / transshipment in Road / Sea / Air. Photographs are to be submitted for BHEL review before despatching the material as per contract conditions.	
10	Outsourcing of test facilities: Bidder shall ensure all the testing facilities in house. However If any of the test facilities are not available with successful bidder, then bidder shall ensure the same at NABL accredited third party lab / Govt / Govt Lab for major testing such as NDT, Electrical & Mechanical testing.	
11	Important Note: No deviation on the above requirement 01 to 10 is acceptable with respect to Quality Requirement and those offers not meeting these specific customer requirement is liable for rejection and hence the bidder shall submit all the required documentary evidences in the offer itself.	
12	## Necessarily to be filled up by the bidder at the time of offer itself otherwise the offer may not be considered w.r.t Quality Requirement being customer specific requirement.	
VENDOR SIGN AND STAMP:		Vendor Name & Address:

ANNEURE – “C” TO ENQUIRY NO:
 REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION
 (To be filled in full and to be submitted along with offer)

S.NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	SPECIFICATION	To be confirmed as per enquiry technical specification by bidder.	
02	DATA SHEET / DRGS	Filled Data Sheet and your Drgs are to be submitted along with offer. (if applicable).	
03	QUALITY PLAN	To confirm applicable QP will be followed. (OR) Your Quality Plan to be submitted for our review & approval along with offer.	
04	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).	

Date:

SIGNATURE WITH SEAL

(to be submitted along with the offer)

SPECIFICATION DEVIATION DISPOSITION REPORT			
Specn			Item
Enq. No & Date			
Vendor Name			
SPECN			
Page	Clause	Details Of Deviation With Reason	Disposition By BHEL
Signature Of Vendor			Reviewed By
" AGREED DEVIATION "			APPROVED BY
if any to be incorporated in the PO in the event of order.			

Date:

SIGNATURE WITH SEAL

Declaration of Local Content by Supplier

Subject: Public Procurement (Preference to Make in India).

References of circulars issued by GOI:

- 1.P-45021/2/2017-B.E-II dated. 15th June-2017
- 2.P-45021/2/2017-PP(BE-II) dated. 28th May-2018
- 3.P-45021/2/2017-PP(BE-II) dated. 29th May-2019
- 4.P-45021/2/2017-PP(BE-II) dated.4th June-2020 and latest (if any).

We hereby declare with reference to above subject and references that M/s -----
-----.

"**Class-I local supplier**" meeting the requirement of minimum local content equal to 50% or more, as defined in the above government notifications for the goods and services.
(or)

"**Class-II local Supplier**" meeting the requirement of local content more than 20% but less than 50%, as defined in the above government notifications for the goods and services.
(or)

"**Non-local Supplier**" meeting the requirement of local content less than or equal to 20%, as defined in the above government notifications for the goods and services.

'**Local content**' means the amount of value added in India which shall, unless otherwise prescribed by Nodal ministry, be the total value of item procured (excluding net domestic indirect taxes) minus value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Please mention the details against the following:

Enquiry no:

Type of Supplier (Class-I/Class-II/Non-local)

Product: As per enquiry

Details of location at which local value addition will be made is as follows:

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature M/s-----
(Signature and seal)

Place:

Date:

***(To be submitted in the company letter head by supplier)**