

( Attachment to Enquiry No.F7A1V07635 Due on Date 04.05.2022 for submission by 11.00 hrs to open from 14.00 hrs.)

### INSTRUCTIONS TO BIDDER (ITB)

**NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations , if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as "NON DEVIATABLE".**

Sl. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
1	<b>SCOPE OF SUPPLY:</b>		
	Signed & Sealed offers are invited for the Scope of Supply of goods and Services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer. Bidder can also submit offer through email at their own risk. The offer is to be submitted in two parts. Technical offer to be submitted to mail ID <a href="mailto:technicalbid_hyd@bhel.in">technicalbid_hyd@bhel.in</a> , and price bid to be submitted to mail ID <a href="mailto:pricebid_hyd@bhel.in">pricebid_hyd@bhel.in</a> as an attachment only. Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry No. Due date and Supplier name, Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer is liable for rejection.		
2	<b>GENERAL INSTRUCTIONS:</b>		
A	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English / Hindi. All Pages of Techno Commercial Bids (Main Pages), ITB should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in English will be final.		<b>Non Deviatable</b>
B	In case of Single-Part bid Tender, the complete bid shall be submitted in a single sealed cover super subscribing the Tender number and due date. Incomplete offers are liable for rejection. E mail bids shall be sent to mail ID <a href="mailto:pricebid_hyd@bhel.in">pricebid_hyd@bhel.in</a> as an attachment only.		<b>Non Deviatable</b>
C	Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read fully before submission of quotations.		<b>Non Deviatable</b>
D	Vendors are advised to comply with specific conditions of the enquiry, Should there be any deviations (where deviations are permitted), it shall be entered in the deviation column. BHEL reserves the right to reject such offers or load the bid suitably for evaluation.		<b>Non Deviatable</b>
E	Offers shall be submitted directly, only by the vendor or by their authorized representative / agent and the offer should be in line with the regulatory guidelines (i.e A valid Agency agreement between principal vendor and agent / representative shall be attached and the agreement shall cover the scope of services rendered by Agent, Agency Commission and any other information called for as per the regulatory guidelines). OEM / Mill details shall be provided if supplier is not a manufacturer. Bid envelopes shall bear the name of Supplier. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from supplier name.		<b>Non Deviatable</b>
F	Offer received after the specified time and date of submission shall be rejected. No further correspondence shall be entertained.		<b>Non Deviatable</b>
G	Unsolicited offers shall not be considered.		<b>Non Deviatable</b>
3	<b>OTHER PARTICULARS (Please indicate applicable data)</b>		
A	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
B	Name of the Port of loading and Port of Discharge (applicable to imports).		
4	<b>BID SUBMISSION PROCEDURE:</b>		
A.	<b>For Single Part Bids:</b> Offers addressed to DGM/CMM, Vendor Complex, BHEL, Hyderabad must be sent in a sealed cover on which tender enquiry number and the due date shall be super subscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope. For e-mail offers please follow the procedure mentioned in 2 (B).		<b>Non Deviatable</b>
B.	<b>For two-Part Bids:</b>		

i	Two part bid consisting of i)Techno-commercial Bid - ( Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission , duties, taxes and other charges, <u>except the price</u> , super scribing enquiry No. (Techno-Commercial Bid) and due date Signed and Stamped ITB and special conditions of contract, if any is required to be attached along with Techno-commercial Bid - (Part-1) AND ii) Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover super subscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover super subscribing Enquiry no. & due date. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.		<b>Non Deviatable</b>
ii	Techno-commercial Bid will be opened on the assigned date .Only the price bids of vendors whose techno commercial bids are accepted will be opened later on a specified date.		<b>Non Deviatable</b>
iii	The bidders whose bids are techno commercially not accepted will be informed & EMD (Earnest Money Deposit) shall be returned wherever submitted.		
iv	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL warrant changes in prices.		<b>Non Deviatable</b>
v	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening.		<b>Non Deviatable</b>
<b>5</b>	<b>Delivery Instructions</b>		
A	Indigenous Purchase		
	Goods shall be delivered on FOR Destination basis to the named destination(s) or as specified in the enquiry, Insurance in the scope of supplier.		
B.	Imports		
	The goods shall be delivered on CIP-basis to port of discharge as mentioned in the purchase order.		
<b>6</b>	<b>Documentation:</b>		
A	Indigenous Purchase		
	Seller shall arrange to send to BHEL, Hyderabad along with all the required documents as detailed in Purchase Order, such as, Tax Invoice (Original for Recipient, Duplicate for Transporter), consignee copy of LR, Packing list , Pre-dispatch Inspection report, Test/ Guarantee/ Warranty certificate/ O&M manuals (as applicable) etc. immediately on dispatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. In case of dispatches from vendor works to site, material receipt certified by site office / Customer shall be provided. Softcopies of the above documents shall be uploaded in Pradan portal <a href="https://web.bhelhyd.co.in/mm/">https://web.bhelhyd.co.in/mm/</a> immediately after dispatch of the material		<b>Non Deviatable</b>
B	Imports		
	i) Seller shall inform the purchaser the readiness of material along with packing details well in 30 days advance from the date of delivery. Seller shall also upload soft copy of the dispatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as specifically indicated in the Purchase Order in PRADAN Portal ( <a href="https://web.bhelhyd.co.in/mm/">https://web.bhelhyd.co.in/mm/</a> ) within 3 days from the B/L date for sea shipment and 1 day from AWB date for Air shipment. ii) In case of CIP shipments, seller shall also inform purchaser the information about discharge port agent details and ship arrival information within 7 working days from the date of Shipment. iii) In case the material shipped in Full Containers(FCL), Seller shall ensure that the Bill of Lading should clearly spell out the following 1. Port of discharge -- "Nhavaseva"/chennai 2. Place of Delivery / Final Destination - "ICD Sanath Nagar". 3. For air consignment the port of discharge will be Hyderabad, India and consignee shall be BHEL.		

iv) In case of Air shipment, the following dimensions of single package may be noted.		
a). Dimension of the cargo(ODC) -- > 125" x 88" x 63"		

b).Weight of the cargo -- >3.5 MT.				
If any package dimension or weight crosses the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and seller shall inform BHEL well in advance of 20 days prior to the delivery date to enable BHEL to finalize the freight forwarder				
(v). Recovery charges for non-submission of documents : - Seller shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT. If BHEL incurs any charges such as Penalty, demurrage, container detention, wharf age, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/Tender Document/Letter of credit , the same shall be recovered from the seller as under:				
1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector				
A. For EX-WORKS / FCA/ FAS / FOB Sea Consignments:-				
Penalty for late submission / negotiation of documents beyond 14 days shall be as under:				
Sl. no	Period (From Date of Bill of Lading)	Recoverable Charges	Recoverable Charges per day per container	
		LCL per week/ Break bulk cargo per day	20FT Container	40FT Container
i	Upto 14th day	Nil	Nil	Nil
ii	15th day onward	USD 10	USD 50	USD 105
B. For CIF / CFR / CIP / CPT Sea Shipments:-				
For CIF / CFR / CIP / CPT Sea Shipments, Vendor shall provide rates for detention charge period at the time of offer itself in case of engagement of 20FT Container and 40FT container. In case of late presentation of documents to the bank recovery will be effected from the Vendor at the rate quoted by the Vendor at the time of offer in this regard.				
In case of Break bulk cargo and LCL Demurrage/storage charges shall be recovered at the rate of USD 10 per day and storage charges rate of USD 10 per week respectively shall be charged.				
(vi) Description of items in invoice, packing list, BL / AWB or LR shall be same as in the contract and description. Vendors shall ensure that invoice shall contain PAN nos. of both seller and buyer and related numbers. BHEL PAN AAACB4146P and BHEL TAN HYDB00086C Any other additional documents sought by the statutory authorities, the same shall be provided by the seller on priority basis.				
(vii) Seller shall provide package details including number of packages, gross weight, volume, etc.				
(viii) The seller shall provide the following documents at the time of submission of offer				
a) No Business Connection in India declaration issued by the seller as per the form prescribed by the Income Tax authority.				
(or)				
b) (i) No Permanent Establishment in India declaration issued by the seller as per the form prescribed by the Income Tax authority.				
(ii) Tax Residence Certificate issued by the seller's tax authorities.				
(iii) Form 10F issued by the supplier.				
c) In case the seller has a Business Connection in India as per Section 9 of Income Tax Act, 1961, the seller shall provide a withholding tax order issued by the Income Tax authority for recovery of applicable tax.				
Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the seller's country, the seller shall provide a withholding tax order issued by the Income Tax authority for recovery of applicable tax.				



7	Delivery Schedule			1
A	<p>The tendered goods shall be delivered within the period stipulated in PO . Delivery <b>at BHEL</b> can be accepted at the earliest, 30 days prior to delivery date as mentioned in the Purchase order. Delivery <b>earlier than</b> 30 days of contractual delivery date may be accepted with the written permission of BHEL -Purchase department.</p> <p>Goods arriving after the delivery date will be accepted only with the prior written permission of BHEL otherwise they will not be allowed inside the factory. BHEL reserves the right to reject the material, if not delivered by scheduled Purchase Order Delivery Date.</p> <p>(In case of imports , the final entry date of Import General Manifest (IGM) will be reckoned as delivery completion date )</p>		<b>Non Deviata ble</b>	
B	<p>Documents such as TC,GCs Inspection reports are to be submitted within 10 days of dispatch of these materials. C note date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material. Supply of plant/ equipment/ stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery by the time stipulated under the terms &amp; conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.</p>			
8	<b>Pricing Terms</b>			
	<p>Prices once quoted shall remain firm and valid during the execution of PO. Offers with PVC will be rejected <b>Non</b> outright except in cases where specifically called for in the NIT. <b>Deviata</b></p>		<b>ble</b>	
9	<b>PRICE VALIDITY :</b>			
	<p>Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid /part-I in case of two part bid).</p> <p>However the prices quoted for spare parts of the Main equipment shall be kept valid for a period of 1 year from the date of Placement of PO for the main equipment.</p>			
10	<b>Taxes &amp; Duties (RATE TO BE INDICATED by the bidder against the space provided )</b>			
A	Indigenous Purchase			
	The Taxes as applicable shall be quoted in the following manner.			
i	Vendor to indicate HSN of Goods or SAC of Services.			
ii	IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %			
	<p>NOTE: Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods.</p> <p>Taxes prevalent on the contractual delivery date or the actual delivery date (in case of delay) which ever is lower shall be applicable paid. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids.</p>			
iii	Any other taxes & duties not covered anywhere above may be indicated separately.			
iv	<p>Taxes deducted at source:</p> <p>TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		<b>Non Deviata ble</b>	
B.	Foreign Purchase ( Imports )			
i	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of dispatch for the quoted CIP price.		<b>Non Deviata ble</b>	
ii	<p>Taxes deducted at source:</p> <p>TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		<b>Non Deviata ble</b>	
1	<b>Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.</b>			



A	<p><b>Indigenous:</b> 100% payment along with taxes, freight &amp; insurance will be made within 75 days from the date of receipt of complete documentation as per PO. However payment would be done only after receipt of original documents, including site/ Customer acknowledgement on LR (MRC - Material Receipt Certificate at site) / GR clearance at BHEL Stores. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days* as prescribed in the relevant act. Adherence to the above time schedule of payment is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. *The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase Order delivery date or the amount actually paid whichever is less. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.</p>		
B	<p><b>Imports:-</b> i) 100% payment (less Indian Agency Commission, if any) shall be paid <b>through "Usance Letter of Credit / Cash Against Documents (CAD) / Wire Transfer" with a credit period of 60 days</b> ii) LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / <b>agreed</b> delivery date <b>LC will be opened within 7 working days from the date of request.</b></p>		
C	<p><b>Note:</b> 1) No advance payment is acceptable. However, in exceptional/rare cases, BHEL at its discretion, may consider advance payment against Bank Guarantee valid up to receipt of material at BHEL for 110% of advance amount issued / confirmed by any of the BHEL consortium banks. 2) Wherever EMD (Earnest Money Deposit) is applicable, it may be noted that no interest will be paid on EMD and the EMD will be paid back to unsuccessful bidders within <b>fifteen days</b> after award of the contract. Successful bidder's EMD will be converted to SD (Security Deposit). <b>Tender Cost wherever applicable is not refundable.</b></p>		<b>Non Deviatable</b>
D	No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.		
12	<p><b>Penalty clause:</b> In the event of delay in supply of goods, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Penalty amount so determined along with applicable GST thereon shall be recovered.</p>		
13	<b>Excess materials</b> supplied beyond tolerance limit as specified in PO, will not be accounted for.		<b>Non Deviatable</b>
14	<b>Rejected materials</b> , if any, shall be collected by the vendor within 90 days of such communication to the vendor .Beyond 90 days a ground rent of 0.25 %of the value of the material per week will be levied for a maximum period of two weeks.. Beyond this period the supplier forfeits their right to the materials.		<b>Non Deviatable</b>
15	<p><b>Guarantee / Warranty Period :</b> (Deviation to this clause is not acceptable.) Wherever required, and so provided in the specifications/Purchase Order, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re- execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible. Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier. For bought out packages which are intended to be incorporated in installations or systems the guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods. <b>The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.</b></p>		<b>Non Deviatable</b>