

Bharat Heavy Electricals Limited
Fabrication Plant
Jagdishpur – 227817, India
Materials Management Department
General Terms & Condition of Enquiry

NIT No. 201602791 dtd:18/04/2017

<u>S.No.</u>	<u>Description</u>
<u>1</u>	GENERAL
	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., FP, Jagdishpur (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers.
<u>2</u>	General Instructions - Common for Indigenous & Foreign enquiries
<u>A</u>	Bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be submitted with technical offer. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
<u>B</u>	Special / supplementary enquiry conditions, if any, will override the conditions in this annexure.
<u>C</u>	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
<u>D</u>	Reverse Auction (RA): BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
<u>E</u>	The goods offered shall conform to BHEL specifications and / or International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
<u>F</u>	Offers shall be submitted directly by vendor or his authorized agent only. Unsolicited offers shall be summarily rejected.
<u>G</u>	Bid in single part or techno-commercial bid in two part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.
<u>H</u>	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned within <i>30 days</i> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after submission of the bid.

I	In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.	
J	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.	
K	Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details.	
L	Goods shall be consigned to Store officer, Fabrication Plant, Bharat Heavy Electricals Ltd, Industrial Area Jagdishpur, Dist. Amethi -PIN-227817, India, unless otherwise specified in the PO.	
M	Offers of the Bidders who are delisted or are on the banned list and / or those bidders who engage services of the delisted / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com .	
N	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on http://www.bhel.com/tender/list_tender.php , https://bheleps.buyjunction.in , https://eprocure.gov.in . Bidders responding to press tender should regularly visit website(s) to keep themselves updated.	
O	In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided in the order of availability of goods from Indigenous sources, suitability of delivery period to BHEL's requirements, vendor performance rating and quantum of past business volumes with the vendor. BHEL's decision in such situations shall be final and binding.	
P	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.	
Q	The bidder shall submit price bid strictly in the price format available in e-procurement system. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <i>besides BHEL taking appropriate punitive action as deemed fit.</i>	
3	Vendor's particulars & logistics information (Bidder to give details against each of the provisions)	
A	Name of the vendor's executive to deal with this tender / project.	
B	E-mail address of the contact person	
C	Name of location from where the goods shall be offered for inspection and dispatch	
4	Additional logistics information for Imports	
A	Bid currency	
B	Name of the load port where the goods are offered for Delivery on FOB terms	
C	Name of Airport in the country of dispatch for FCA delivery terms	

D	Additional freight over FOB price, for delivery on CFR named port in the country of destination, if the Seller decides to bid on CFR / CIF / CPT basis	
E	Numbers, Type & size of containers estimated for delivery of Tendered quantity (Applicable where the goods are to be sent in containers)	
F	No. of Packages with cumulative gross weight and CBM volume (Applicable for break-bulk shipment)	
G	Additional FOB cost for loading the cargo on-board in case of EX-Works or FAS delivery terms	
H	Approx. distance in km. from Vendor's works to Port of loading	Sea port Air port
5	Delivery Schedule & Completion date	
A	*Instead of writing specific date against delivery offered, Bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry. * Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. * Seller shall deliver the goods in the manner and schedule agreed under the Purchase order. *Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.	
B	In case of foreign supplies, the date of Mill TC / third party TC/ Supplier's TC as the case may be, will be reckoned as the date of delivery for FOB deliveries. In case of CIF / CFR delivery terms, the date of bill of lading (BL) shall be taken as actual date of delivery.	
C	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.	
6	Transit Insurance	
	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.	
7	Delivery Terms	
A	Indigenous Purchase	
	Goods shall be delivered on FOR –BHEL FP Store Jagdishpur basis.	
B	Foreign Purchase – Imports	
	1. Goods shall be dispatched by sea, unless stated otherwise in the enquiry or purchase order. 2. Unless CIF /CFR deliveries are called for in the enquiry, the goods shall be delivered on FOB basis to the named Gateway Sea Port or FCA basis to the named Airport, if air freight is called for. 3. Goods shall be handled for ocean freight / air freight by BHEL's freight forwarder only, under FOB contracts and OBL / HAWB issued by BHEL appointed forwarder or his authorized agent(s) shall only be accepted for negotiation. Note: BHEL reserves the write to place the order either on FOB basis which could be converted to CFR with permission of Ministry of Shipping	

C	*In the event of bidder offering CFR or CIF delivery terms for delivery in FCL (Full Container Load), the Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days period. <i>*Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.</i>
8	Force Majeure
	Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	LD / Penalty for delayed Supplied:
A	LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value.
B	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser.
C	In case the contractually agreed delivery date falls on a holiday in BHEL FP Jagdishpur, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
10	Indian Agents and Agency commission
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
B	The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.
C	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender.

D	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.
11	Documentation:
A	Indigenous Purchase
	Seller shall arrange to send to the consignee, Original Excise paid invoice (Buyer's copy and duplicate for Transporter), Commercial invoice in duplicate, consignee copy of LR & 2 sets each of Packing list, Test certificate, Guarantee / Warranty certificate, O & M manuals (where applicable), immediately on dispatch of the goods. The distribution of such documents will be specified in the Purchase order.
B	Foreign Purchase – Imports
	1) Bill of Lading. 2) Invoice, should show the description of the goods and the unit rate of each item as in the purchase contract. Against each item in the invoice and packing list, the serial number of the corresponding item in the purchase contract or as per order acknowledgement should be indicated. 3) Packing list must indicate case identification, case dimension, and case contents, no of bundles, gross and net weight. 4) Country of origin Certificate 5) Mill test certificate. All the above documents should be submitted in triplicate & in all documents Contract No., L.C. No. and Import License No. are to be indicated.
12	Pricing Terms
	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
13	Price Validity :
	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
14	Taxes & Duties - Indigenous Purchase
A	The Taxes and duties as applicable shall be payable extra which may include Excise duty against Gate pass, CST as applicable against “C” form for inter-state transaction, VAT as applicable for Intra-state transaction, entry tax etc. The Seller shall clearly indicate extent of taxes as applicable in his technical bid. In the event of vendor failing to furnish valid CENVAT invoices, amount corresponding to CENVAT will be disallowed by BHEL while making payments.
B	Bidders to ensure applicability of CST / VAT based on the Inter / Intrastate movement of goods. Sales Tax Registration Number (TIN) should be clearly mentioned on the vendor's quotation. <i>Payment of VAT will be considered on submission of proof of payment of VAT along with periodic Tax returns with acknowledgement mentioning BHEL's purchases.</i> E1/E2 forms are to be submitted by vendor for direct dispatches to Customers. The forms are to be submitted within 30 days of receipt of photocopy/scan copy of ‘ C ’ form. Other statutory declaration forms are also to be submitted in time, as mentioned in the relevant Laws. BHEL reserves the right to withhold the payment due to the vendor equivalent to BHEL's tax and related liability thereon.
C	All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in

	accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supply to BHEL in the Return. Also, ensure that the existing contracts which spill over to next year are modified accordingly.
D	The GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server' must be ensured by the vendor. In absence the same or any loss of GST Credit due to the vendor, shall be recovered/not payable to the Vendor.
15	Taxes & Duties -Foreign Purchase – Imports
C	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted FOB / CFR/CIF price.
16	Payment Terms-
A	Indigenous: 100% payment within 90 days of receipt (45 days for MSE / NSIC registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. In case of dispatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.
B	Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the bill of lading (BL) date. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 1 month prior to shipment date, valid for period of 90 days, unless agreed otherwise. Payment terms of CAD payable on 90th day of BL / HAWB date shall be preferred. All bank charges outside India will be to the beneficiary' account
17	Inspection of Goods
A	The Seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
B	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship at Seller's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract.
C	All costs related to inspections and re-inspections shall be borne by the Seller. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
18	Guarantee and corresponding Repairs / Replacement of Goods
	Free replacement of whole material in case of notification of defect within the period of one year from the date of receipt of material. Supplier shall replace the defective materials free of cost up to destination within one month from notification of defect. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller.

	In case the defects attributable to Seller are detected during processing of the goods at purchaser's/ his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.
19	Unloading
	Unloading of the materials is in the scope of BHEL. However Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only.
	Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.
	Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.
20	Evaluation and Loading Criteria:
	Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions (after considering, inter alia, Customs Duty and CENVAT/ VAT/ Service Tax/Entry Tax as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation. Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Seller's account. The quoted FOB price shall be loaded by the following to arrive at the Delivered Cost:
A	-Marine freight - As per BHEL's shipping contract or the freight rate quoted by the Seller whichever is less.
B	-Marine Insurance as per BHEL's Marine policy.
C	- Import duty as applicable at the time of Part-II (Price) bid opening.
D	- Port handling/ clearing charges: @ 1.0% of CIF value.
E	- Inland freight: As applicable as per BHEL's transport contracts in vogue.
21	Non-Disclosure Agreement
	All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <i>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</i>
22	Settlement of Disputes & Arbitration

A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate Guidelines of the Purchaser and the arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 read with Corporate guideline as amended from time to time.
E	The Seller shall continue to perform the contract, pending settlement of dispute(s).
23	Applicable Laws and Jurisdiction of Courts
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Sultanpur in the State of Uttar Pradesh, India shall have sole jurisdiction.
24	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
25	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 dispatch 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.
26	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
A	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted.
B	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser.
C	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
D	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
E	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the Enquiry.
27	Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID).The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://bheleps.buyjunction.in within 14:59 Hrs (GMT +05:30) of the due date of this tender. The bidder would be required to register on the e-procurement market place https://bheleps.buyjunction.in and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.
28	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase

A	Tender documents to the NSIC registered vendors (If registered for tendered items) shall be issued free of cost & no EMD wherever called for will be insisted upon. NSIC registered unit bidders shall submit along with bid relevant documents including valid NSIC certificate. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
B	In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents.
C	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from it's original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of it's original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.

- We confirm acceptance to the conditions contained in this annexure (Tick (✓) applicable provision)
- Please mention the deviation (if any) w.r.t. the General Terms & Condition of Enquiry & NIT in Deviation sheet (Annexure-4). Otherwise it will be treated as that all terms and conditions of General Terms & Condition of Enquiry & NIT are acceptable in Toto to supplier.

Signature of Vendor with date & Seal