

| ENQUIRY NO. <b>T7B1T31662(NIT_51287)</b> [Submission through e-procurement]                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                               |                                       |
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|                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>SPECIFIC CONDITIONS OF CONTRACT (SCC)</b><br>Supply of Fire Extinguishers for 2 x 660MW Maitree STPP,<br>BIFPCL Bangladesh | Volume-IB                             |
| 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>SPECIAL REQUIREMENT - CUSTOMER APPROVAL OF BIDDER:</b><br>Offers of Techno-commercially qualified bidders will be considered for Price Bid Opening <b>subject to approval of the bidder by the end customer</b> . Therefore, bidders must submit their credentials along with the techno-commercial offers to enable BHEL to take up with end customer for approval of the bidder.<br><br><b>The credentials to be submitted by bidders with techno-commercial offers shall be as per the following formats enclosed with NIT documents:</b><br>1. BHEL EVALUATION REPORT FOR SUB-SUPPLIER<br>2. SUB-SUPPLIER QUESTIONNAIRE<br>Additional sheets may be attached as required.<br><br>The above list of credentials is not exhaustive. If BHEL asks for any other details or documents during the process of obtaining approval from end customer, bidders shall also submit the same. |                                                                                                                               | NON-DEVIATABLE                        |
| 2                                                                                                                                                                                                                                                                             | <b>SCOPE OF SUPPLY:</b><br>Scope of Supply and Services as detailed in the enquiry. Relevant enclosures/ supporting documents/ catalogue, if any shall be enclosed to the technical offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                               | NON-DEVIATABLE                        |
| 3                                                                                                                                                                                                                                                                             | <b>GENERAL INSTRUCTIONS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                               |                                       |
| A                                                                                                                                                                                                                                                                             | The offer including annexures and brochures should be submitted in English.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                               | NON-DEVIATABLE                        |
| B                                                                                                                                                                                                                                                                             | In case of Single-Part bid Tender, the complete bid shall be submitted in a single sealed cover ( <b>sealed cover - not applicable for e-procurement</b> ) superscribing the Tender number and due date. Incomplete offers are liable for rejection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                               | NON-DEVIATABLE                        |
| C                                                                                                                                                                                                                                                                             | Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read along with the General Conditions of the Contract of BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                               | NON-DEVIATABLE                        |
| D                                                                                                                                                                                                                                                                             | Reverse Auction: Not applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                               |                                       |
| E                                                                                                                                                                                                                                                                             | Vendors, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                               | NON-DEVIATABLE                        |
| F                                                                                                                                                                                                                                                                             | Offers shall be submitted directly by vendor or his authorized representative/ agent only and the offer should be in line with regulatory guidelines (i.e Agency agreement between principal vendor and agent / representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency Commission etc.). OEM/ Mill details shall be provided if supplier is not a manufacturer. Bids shall bear the name of Supplier. In case of submission through authorized representative/ agent, the name of representative/ agent should be mentioned additionally apart from supplier name.                                                                                                                                                                                                                                                        |                                                                                                                               | NON-DEVIATABLE                        |
| G                                                                                                                                                                                                                                                                             | Offer received after the specified time of submission will be rejected. No further correspondence shall be entertained.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                               | NON-DEVIATABLE                        |
| H                                                                                                                                                                                                                                                                             | Unsolicited offers shall not be considered                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                               | NON-DEVIATABLE                        |
| 4                                                                                                                                                                                                                                                                             | <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 - Refer Annexure-1 to Specific Conditions of Contract).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                               |                                       |
| B                                                                                                                                                                                                                                                                             | Name of the Port of loading (applicable to imports).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                               |                                       |
| 5                                                                                                                                                                                                                                                                             | <b>BID SUBMISSION PROCEDURE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                               |                                       |
| i                                                                                                                                                                                                                                                                             | <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 superscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time of submission of offers, preferably in the bidder's envelope.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                               | NOT APPLICABLE (THIS IS TWO PART BID) |
| ii                                                                                                                                                                                                                                                                            | <b>For Two-Part Bids:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                               |                                       |
| A                                                                                                                                                                                                                                                                             | Two part bid consisting of<br>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, agency commission, duties, taxes and other charges <b>except the price</b> , superscribing Enquiry No. (Techno- Commercial Bid) and due date AND<br>ii) Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/ taxes/ other charges supersubscribing Enquiry No. (Price bid) & due date. All techno-commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supercede any terms and conditions specified otherwise in price bid.                                                                                                                   |                                                                                                                               | NON-DEVIATABLE                        |
| B                                                                                                                                                                                                                                                                             | Techno-commercial Bid will be opened on the assigned date and price bids of only techno commercially acceptable bidders shall be opened with advance intimation. In case BHEL opts for Reverse Auction, the date of conducting RA will be intimated separately to all the acceptable bidders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                               | NON-DEVIATABLE                        |
| C                                                                                                                                                                                                                                                                             | The bidders whose bids are techno-commercially not accepted will be informed & EMD (Earnest Money Deposit) shall be returned wherever submitted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                               | NON-DEVIATABLE                        |

Signature of Vendor with date and seal

| ENQUIRY NO. T7B1T31662(NIT_51287) [Submission through e-procurement]                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |                      |
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|                                                                                                                                                                                              | <b>SPECIFIC CONDITIONS OF CONTRACT (SCC)</b><br>Supply of Fire Extinguishers for 2 x 660MW Maitree STPP,<br>BIFPCL Bangladesh                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Volume-IB</b>          |                      |
| 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 |
| D                                                                                                                                                                                                                                                                             | Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, commercial terms/ conditions as specified in NIT and if in the opinion of BHEL, such changes warrant changes in prices. BHEL at its sole discretion may also invite revised prices if there are major changes in scope. Revised price bids/ impact price will not be accepted after opening of technical bids unless otherwise specifically asked by BHEL.                                                                                                                                                           |                           | NON-DEVIATABLE       |
| E                                                                                                                                                                                                                                                                             | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           | NON-DEVIATABLE       |
| 6                                                                                                                                                                                                                                                                             | TERMS OF DELIVERY: Refer Annexure-1 to Specific Conditions of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                           |                      |
| 7                                                                                                                                                                                                                                                                             | DOCUMENTATION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           |                      |
| A                                                                                                                                                                                                                                                                             | Indigenous Purchase                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           |                      |
|                                                                                                                                                                                                                                                                               | Seller shall arrange to send to the Purchaser, GST Invoice, consignee copy of LR, Packing list , Pre-Despatch 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. The distribution of such documents will be further elaborated in the Purchase order. In case of dispatches from vendor works to site, material receipt certified by site office shall be provided.                                                                                                    |                           | NON-DEVIATABLE       |
| B                                                                                                                                                                                                                                                                             | Imports                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                           |                      |
|                                                                                                                                                                                                                                                                               | Seller shall arrange to send to the Purchaser one set of negotiable and one set of non-negotiable documents consisting of clean on-board Bill of Lading/ Air Way Bill, Original invoice, Packing list, Pre-Dispatch Inspection report, Test/ Guarantee/ Warranty certificate/ O&M manuals (as applicable) and other documents as indicated in the Purchase Order etc. In addition, Seller shall also send soft copy of the dispatch documents consisting of BL/ AWB, Invoice, Shipping list & Test certificates and other documents as indicated in the Purchase Order through e-mail addressed to the concerned Purchase Officer/ Manager. |                           | NON-DEVIATABLE       |
| 8                                                                                                                                                                                                                                                                             | DELIVERY SCHEDULE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                           |                      |
| A                                                                                                                                                                                                                                                                             | Indigenous supplies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           |                      |
|                                                                                                                                                                                                                                                                               | Delivery Period shall be 4 months from date of manufacturing clearance, up to material receipt at Chennai Port. Proof of delivery to be submitted. Please note that confirmed delivery period indicated, includes the approval of Drawings/ QAP/ Inspection/ Transport/ Material Receipt at Chennai Port, etc.                                                                                                                                                                                                                                                                                                                              |                           | NON-DEVIATABLE       |
| B                                                                                                                                                                                                                                                                             | Foreign supplies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |                      |
|                                                                                                                                                                                                                                                                               | Delivery Period shall be 4 months from date of manufacturing clearance, up to material receipt at Mongla Port, Bangladesh. Proof of delivery to be submitted. Please note that confirmed delivery period indicated, includes the approval of Drawings/ QAP/ Inspection/ Transport/ Material Receipt at Mongla Port, etc.                                                                                                                                                                                                                                                                                                                    |                           | NON-DEVIATABLE       |
| C                                                                                                                                                                                                                                                                             | Bangladeshi Suppliers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           |                      |
|                                                                                                                                                                                                                                                                               | Delivery Period shall be 4 months from date of manufacturing clearance, up to material receipt at Maitree Project Site. Proof of delivery to be submitted. Please note that confirmed delivery period indicated, includes the approval of Drawings/ QAP/ Inspection/ Transport/ Material Receipt at Site, etc.                                                                                                                                                                                                                                                                                                                              |                           | NON-DEVIATABLE       |
| 9                                                                                                                                                                                                                                                                             | PRICING TERMS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           |                      |
|                                                                                                                                                                                                                                                                               | Prices once quoted shall remain firm and valid during execution of PO. Offers with PVC will be outrightly rejected except in cases where specifically called for in the NIT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | NON-DEVIATABLE       |
| 10                                                                                                                                                                                                                                                                            | PRICE VALIDITY:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |                      |
|                                                                                                                                                                                                                                                                               | Unless otherwise specified, Vendors' offers shall be submitted with the following validity periods:<br>i) Original offer shall be valid for 90 days from Part-I opening.<br>ii) If revised price bid/ price impact is asked by BHEL, the validity of the same shall be 60 days from the date of price bid opening or 90 days from Part-I opening, whichever is later.<br>iii) For the enquiries where unit prices are called for scope addition/ deletion, these unit prices shall be valid till end of execution of contract with end-user for equipment supplied by the vendor.                                                           |                           | NON-DEVIATABLE       |
| 11                                                                                                                                                                                                                                                                            | TAXES & DUTIES (The provisions of this clause shall supersede all the references to Taxes & Duties subsumed under GST law, anywhere in the tender documents):                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                           |                      |
| A                                                                                                                                                                                                                                                                             | Indigenous Purchase                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           |                      |
| i                                                                                                                                                                                                                                                                             | The quoted rates shall be exclusive of GST but inclusive of all other taxes, including any Cess or surcharge or levy/ tax by whatever name called, imposed under GST law or any other law at any time, for which input credit is not available to BHEL under any interpretation of the law.<br>GST at the applicable rates shall be payable extra. However, the same shall not be paid if the input credit thereof is not available to BHEL due any reason attributable to the supplier/ bidder.<br>TDS under GST as and when applicable, shall be deducted at prevailing rates.                                                            |                           |                      |
| ii                                                                                                                                                                                                                                                                            | GST as applicable on the LD/ Penalty shall also be recoverable in addition to LD/ Penalty applicable on delayed supplies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                           |                      |
| iii                                                                                                                                                                                                                                                                           | Bidders/ Suppliers have to comply with all requirements of the GST law as may be prescribed by the Government from time to time (including provisions related to E-way bills as and when prescribed). In the event of any non-compliance to any of the requirements of the GST law by the supplier/ bidder, any consequential financial implication to BHEL, including interest on delayed discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/ bidder.                                                                                                                          |                           |                      |

Signature of Vendor with date and seal

| ENQUIRY NO. T7B1T31662(NIT_51287) [Submission through e-procurement]                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                           |                      |
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|                                                                                                                                                                                              | SPECIFIC CONDITIONS OF CONTRACT (SCC)<br>Supply of Fire Extinguishers for 2 x 660MW Maitree STPP,<br>BIFPCL Bangladesh                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                           | Volume-IB            |
| 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 |
| iv                                                                                                                                                                                                                                                                            | <p>SUPPLY:</p> <p>Bidders have to issue GST compliant invoices showing:</p> <p>1. BHEL PE&amp;SD R C Puram Hyderabad GSTIN No.36AAACB4146P1ZG under "Details of Receiver (Billed To)"</p> <p>2. BHEL's Customers details (mentioned in SCC/ Dispatch Instructions) under "Details of Consignee (Shipped To)"</p> <p>3. State of Telangana as the "Place of Supply" irrespective of where the goods are shipped to, since these transactions fall under Section 10(1)(b) of the IGST Act.</p> <p>Details of dispatch comprising of copies of GST Invoice, LR/ Delivery challan, Packing list etc. have to be submitted to BHEL immediately on dispatch. In the event of any delay in submission of these documents to BHEL and/ or any documentary discrepancies, any consequential financial implication to BHEL, including interest loss on discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/ bidder.</p>                                                                                                                                                                                      |                           |                      |
| NOTE: Bidders to ensure correct applicability of GST and HSN.                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                           |                      |
| v                                                                                                                                                                                                                                                                             | Bidder to indicate HSN Code(s) and GST percentage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |                      |
| vi                                                                                                                                                                                                                                                                            | <p><b>Taxes deducted at source:</b></p> <p>Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | NON-DEVIATABLE       |
| B.                                                                                                                                                                                                                                                                            | <b>Foreign Purchase (Imports)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |                      |
| i                                                                                                                                                                                                                                                                             | The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder/ country of dispatch for his quoted FOB/ CFR/ CIF/ FCA price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           | NON-DEVIATABLE       |
| ii                                                                                                                                                                                                                                                                            | <p><b>Taxes deducted at source:</b></p> <p>Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                           | NON-DEVIATABLE       |
| 12                                                                                                                                                                                                                                                                            | <b>PAYMENT TERMS: Unless otherwise specified, following shall be the terms of Payment:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                           |                      |
| A                                                                                                                                                                                                                                                                             | <p><b>Indigenous:</b></p> <ul style="list-style-type: none"><li>• Fifty percent (50%) of basic price of materials supplied as per PO, shall be payable on pro-rata basis along with 100% of applicable taxes and duties on dispatch of materials upon submission of required documents listed at Sl. No. 7.A.</li><li>• Forty percent (40%) of basic price of materials supplied as per PO, shall be payable on pro-rata basis on receipt of final documents including MRC and LR copy duly signed by BHEL site/ customer with clear date of receipt of material at <a href="#">Port</a> (refer Annexure-1 to Specific Conditions of Contract for various terms of delivery).</li><li>• Ten percent (10%) of the basic price shall be released on pro-rata basis on submission of all final documents as listed at sl. no 7.A.</li><li>• All documents are to be submitted directly to Purchaser and not through bank.</li></ul> <p>Amount shall be payable within 45 days (45 days for MSME vendors also) after receipt of clear bill along with dispatch documents listed at sl. no 6.A (applicable to every bill).</p>                                     |                           |                      |
| B                                                                                                                                                                                                                                                                             | <p><b>Imports:</b></p> <p>Mode 1 – Payment through LC:</p> <ul style="list-style-type: none"><li>• 100% payment (less Indian Agency commission, if any) shall be paid against proof of dispatch through irrevocable Letter of Credit and on furnishing Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period</li><li>• LC shall be opened only in the name of vendor on whom purchase order is placed.</li><li>• LC will be opened 1 month prior to the scheduled delivery of PO. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening.</li><li>• All banking charges outside India will have to be borne by the supplier.</li></ul> <p>Mode 2 – Payment against documents/ Sight draft:</p> <ul style="list-style-type: none"><li>• 100% Payment against presentation of documents to the Purchaser Bank/ Sight draft on furnishing Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period</li><li>• All banking charges outside India will have to be borne by the Vendor.</li></ul> |                           |                      |
| C                                                                                                                                                                                                                                                                             | <p><b>Payment of GST:</b></p> <p>The GST amount on gross value of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following:</p> <p>a) The bidder declaring the invoice in his GSTR-1 and</p> <p>b) Confirmation of payment of GST thereon by bidder on GSTN Portal.</p> <p>However, BHEL may, at its discretion release the amount of GST against indemnity bond in the prescribed format. Pending the above confirmation, and in such cases, if any discrepancy is found on subsequent verification as per data available from GSTN Portal, the entire financial implication thereof on BHEL shall be recovered from the bidder.</p>                                                                                                                                                                                                                                                                                                                                                                |                           |                      |

Signature of Vendor with date and seal

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| SL. NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | DETAILED TERMS & CONDITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | VENDOR RESPONSE (YES/ NO) | DEVIATIONS / COMMENT |
| D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Note:</b><br>1) <b>No advance</b> payment is acceptable. The offer is lliable to be rejected in case advance payment is insisted.<br>2) Wherever <b>EMD</b> (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 participating bidders only after awardal and acceptance of contract by successful bidder.<br>Successful bidder's EMD will be converted to SD (Security Deposit).<br>3) <b>No interest</b> , whatsoever, shall be payable by purchaser on any amount due to the vendor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                           | NON-DEVIATABLE       |
| 13                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>LD/ PENALTY CLAUSE:</b><br>(a) LD/ Penalty will be levied @ 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value. The applicable GST shall be recovered additionally on LD/ Penalty levied as per relevant clause of GCC. GST invoice shall be issued by BHEL to vendor for such LD/ Penalty.<br>(b) No grace period shall be allowed for calculating LD/ Penalty period. Any deviation in LD/ Penalty clause shall be considered by loading difference in quote towards LD/ Penalty clause on vendors quoted prices while evaluating the tender priority beyond the delivery schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                           |                      |
| 14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>GUARANTEE PERIOD:</b> (Deviation to this clause is not acceptable.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                           |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Full Guarantee for the performance of the items for a period of <b>24 months from the date of dispatch or 18 months from the date of commissioning</b> , whichever is earlier, shall be furnished.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                           | NON-DEVIATABLE       |
| 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>MSE SUPPLIERS:</b><br>MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per Volume-1C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited) or <b>Udyog Aadhar certificate</b> . Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency is found in the required documents or if the required documents are not submitted. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. |                           |                      |
| <b>NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.15.</b><br><b>The Vendors may specifically note the following.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |                      |
| 16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>EVALUATION AND LOADING CRITERIA:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                           |                      |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Evaluation shall be done on Item-wise L1 basis considering both main equipment and mandatory spare, if any, for that item.</b><br>Evaluation 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 incidence of applicable taxes and duties and loading). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                           |                      |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>For Loading Criteria: Refer Annexure-1 to Specific Conditions of Contract.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                           |                      |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Deviated Penalty:</b> Any loading on penalty clause shall be 10% or to the extent to which it is not agreed to by the vendor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |                      |
| D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Deviated Payment Terms:</b> Deviations on Commercial terms from NIT are generally not acceptable. In case of deviations from NIT w.r.t. Payment terms, the price will be loaded at Base rate of SBI (as applicable on the date of bid opening/ Techno-commercial bid in case of 2 part bids) + 6% for the period of relaxation sought by the bidders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                           |                      |
| 17                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                           |                      |
| 18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>RIGHT OF REJECTION/ NON- PLACEMENT OF PO:</b> BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                           | NON-DEVIATABLE       |
| 19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>RISK PURCHASE:</b> In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component/ equipment/ system from any other agency at the risk and cost of the successful bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | NON-DEVIATABLE       |

Signature of Vendor with date and seal

| ENQUIRY NO. T7B1T31662(NIT_51287) [Submission through e-procurement]                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                           |                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------|
|                                                                                                                                                                                              | <b>SPECIFIC CONDITIONS OF CONTRACT (SCC)</b><br>Supply of Fire Extinguishers for 2 x 660MW Maitree STPP,<br>BIFPCL Bangladesh                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           | <b>Volume-IB</b>     |
| 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 |
| 20                                                                                                                                                                                                                                                                            | <b>FORCE MAJEURE CONDITION:</b><br>The supplier shall not be considered in default if delay occurs due to causes beyond his control such as Acts Of God, Natural Calamities, Fire, Frost, Flood, Civil War, Strikes, Civil Commotion, Riot, Government Restrictions, Lockout that are not in control of supplier or Acts Of Unsurpassed Power. Only those causes that have duration of more than seven days shall be considered cause of force/ calendar/ majeure. Notification to this effect duly certified by local chamber of commerce/ statutory authorities shall be given by the supplier to BHEL by registered letter. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled in mutual consent with vendor. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any, provided by BHEL. |                           | NON-DEVIATABLE       |
| 21                                                                                                                                                                                                                                                                            | <b>ARBITRATION:</b><br>All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the PE & SD, BHEL RC Puram. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be at Hyderabad in India. The Award to be given by the Arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.                                                                                                                                                                                                                                                                                                                                                                      |                           | NON-DEVIATABLE       |
| 22                                                                                                                                                                                                                                                                            | <b>LEGAL SETTLEMENT:</b> Subject to clause 20 here in above, all questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Hyderabad courts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           | NON-DEVIATABLE       |
| 23                                                                                                                                                                                                                                                                            | <b>ADJUSTMENT OF RECOVERY :</b> Any amount payable by the supplier under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works/ contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           | NON-DEVIATABLE       |
| 24                                                                                                                                                                                                                                                                            | <b>DEVIATION:</b> No deviation in Standard Terms and Conditions would be accepted and BHEL reserves the right to disqualify the bidder from the MOU and also remove the supplier from its approved vendor list for the category on techno-commercial grounds.<br>No deviation shall be entertained after MOU is signed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           | NON-DEVIATABLE       |
| 25                                                                                                                                                                                                                                                                            | <b>FINAL ENGINEERING DOCUMENTATION:</b> The manufacturing shall be as per BHEL Specification and BHEL approved Drawings and Datasheets.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |                      |
| 26                                                                                                                                                                                                                                                                            | <b>Special requirement</b> like acceptance test/ type test etc for a particular tender will be indicated by BHEL in Technical Specification/ QAP. The same shall be considered while quoting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           |                      |
| 27                                                                                                                                                                                                                                                                            | <b>INSPECTION:</b> Refer Annexure-1 to Specific Conditions of Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           |                      |
| 28                                                                                                                                                                                                                                                                            | <b>DIVISIBLE CONTRACT:</b> Separate Purchase Orders will be issued for the following:<br>i) Supply of Main Equipment<br>ii) Supply of Mandatory Spares                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           | NON-DEVIATABLE       |
| 29                                                                                                                                                                                                                                                                            | O&M Manuals in 10 sets of hard copy and 3 sets of CD shall be part of FINAL Documentation, if applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                           |                      |
| 30                                                                                                                                                                                                                                                                            | <b>TECHNICAL SPECIFICATION:</b> (As enclosed)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           |                      |
| 31                                                                                                                                                                                                                                                                            | <b>QUALITY PLAN:</b> (Refer Technical specification & its annexures)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |                      |
| 32                                                                                                                                                                                                                                                                            | Any revision/ change in Specification/ Commercial Checklist/ Standard terms and Condition/ Quality plan, if any will be intimated to the vendor and commencement to TCMOU will be taken up accordingly.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |                      |
| 33                                                                                                                                                                                                                                                                            | <b>FRAUD PREVENTION POLICY:</b> The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           | NON-DEVIATABLE       |
| 34                                                                                                                                                                                                                                                                            | If there is any conflict in, clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) or its ANNEXURE-1 and GENERAL CONDITIONS OF CONTRACT (GCC), then clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) and its ANNEXURE-1 supersedes the requirement.<br>It shall be treated that bidder have not changed/ modified the tender documents (including corrigendum/ addendum, if any) issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                           | NON-DEVIATABLE       |
| 35                                                                                                                                                                                                                                                                            | Bidder to confirm that they have not changed/ modified the tender documents (including corrigendum/ addendum, if any) issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           | NON-DEVIATABLE       |
| 36                                                                                                                                                                                                                                                                            | Commercial Conditions quoted in any place other than SCC, its Annexure-1 & GCC, including those stated in Bidder's General Terms and conditions enclosed if any, shall be summarily ignored and will be invalid for evaluation of the Preferred Bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           | NON-DEVIATABLE       |

Signature of Vendor with date and seal