

Attachment to Enquiry No. - T7E1Q07440 (NIT No. 33617) Due on Date 24.07.2017 for submission.

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	SCOPE OF SUPPLY:		
	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
2	GENERAL INSTRUCTIONS:		
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 superscribing the Tender number and due date. Incomplete offers are liable for rejection	SEALED OFFERS NA IN E-PROC	NOT APPLICABLE
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 : BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).	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. Bid envelopes 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
I	Unsolicited offers shall not be considered		NON DEVIATABLE
3	OTHER PARTICULARS (Please indicate applicable data)		
A	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
B	Name of the Port of loading (applicable to imports).		

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4	BID SUBMISSION PROCEDURE:		
i	For Single Part Bids: Offers addressed to 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 envelop.		NOT APPLICABLE
ii	For two-Part Bids:		
A	Two part bid consisting of i) Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, agency commission, duties, taxes and other charges except the price , superscribing enquiry No. (Techno- Commercial Bid) and due date AND ii) Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover supersubscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover supersubscribing Enquiry no. & 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.	SEALED OFFERS NA IN E-PROC	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
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 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
5	Delivery Instructions		
A	Indigenous Purchase		
	Contractor shall deliver the goods on FOR Works including Packing & Forwarding and Freight up to 1x4.5 MLD STP, BHEL, Bhopal in Vendor's Scope. However Transit Insurance shall be in BHEL Scope. Note: Freight charges shall be quoted separately by vendor. Contractor shall inform the underwriter as appointed / nominated by Purchaser, the details of dispatch under intimation to BHEL details such as LR no and date, Truck number, PO number, Project and Value.		

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B	Imports		
	The goods shall be delivered on CIP, Mumbai port basis inclusive of packing (SEA/ AIR worthy), inspection charges and all other applicable charges. The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of despatch for his quoted price. The quoted CIP price shall be loaded by the following factors to arrive at the Delivered Cost: i) Import duty as applicable at the time of Price/ Part-II bid opening. ii) Port handling/ clearing charges & inland freight and insurance : @ 5% of CIP value (10% for plates, pipes & structurals). 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. Name of the Bid currency to be indicated in the offer.		
6	Documentation:		
A	Indigenous Purchase		
	Seller shall arrange to send to the Purchaser, Excise paid invoice (Original for Buyer and duplicate for Transporter), Commercial invoice, consignee copy of LR, Packing list , Pre-Despatch Inspection report, Test/ Guaranty/ Warranty certificate / O&M manuals (as applicable) etc. immediately on despatch 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 despatches 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-Despatch Inspection report , Test/ Guaranty/ 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 despatch 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
7	Delivery Schedule		
A	Indigenous supplies		
	Delivery Period shall be 05 Months from date of P.O up to material receipt at 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
B	Foreign supplies		
	Delivery Period shall be 05 Months from date of P.O up to material receipt at Mumbai Sea Port. Date of Bill of Lading/AWB will be considered as delivery date for penalty purpose.		NON DEVIATABLE
8	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
9	PRICE VALIDITY		
	Unless otherwise specified, Vendors offers shall be submitted with the following validity periods: i) Original offer shall be valid for 90 days from Part-I opening. 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. 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

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10	Taxes & Duties (DATA TO BE INDICATED by the bidder against the space provided)		
A	Indigenous Purchase		
i	The Taxes and duties as applicable shall be quoted.		
ii	Taxes deducted at source: 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.		NON DEVIATABLE
iii	All the terms & conditions of the contract with respect to taxes & duties are subject to GST introduced from 01.07.17. The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).		
B.	Foreign Purchase (Imports)		
i	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of despatch for his quoted price.		NON DEVIATABLE
ii	Taxes deducted at source: 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		NON DEVIATABLE
11	Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.		
A	Indigenous: • 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 6. A • 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 site • 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 6. A. • All documents are to be submitted directly to Purchaser and not through bank. 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).		
B	Imports:- Mode 1 – Payment through LC : • 100% payment (less Indian Agency commission, if any) shall be paid against proof of dispatch through irrevocable Letter of Credit. • LC shall be opened only in the name of vendor on whom purchase order is placed. • 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. • All banking charges outside India will have to be borne by the supplier. Mode 2 – payment against documents / Sight draft. • 100% Payment terms 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 • All banking charges outside India will have to be borne by the Vendor.		
C	E & C Supervision : Supervision Charges + Taxes are paid on Site Certification. (if applicable)		
D	Note: 1) No advance payment is acceptable . The offer is liable to be rejected in case advance payment is insisted. 2) Wherever EMD (Earnest Money Deposit) is applicable, it may be noted that no interest will be paid on EMD and the EMD will be paid back to participating bidders only after awardal and acceptance of contract by successful bidder. Successful bidder's EMD will be converted to SD (Security Deposit). 3) No interest , whatsoever, shall be payable by purchaser on any amount due to the vendor.		NON DEVIATABLE

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12	LD / Penalty clause: (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. (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.		
13	Guarantee Period : (Deviation to this clause is not acceptable.)		NON DEVIATABLE
A	Full Guarantee for the performance of the items for a period of 24 months from the date of dispatch or 18 months from the date of commissioning, whichever is earlier, shall be furnished.		
14	MSE Suppliers can avail the intended benefits only if they submit along with offer, attested copies of either Entrepreneurs Memorandum II (EM-II) certificate having deemed validity (Two years from the date of issue of acknowledgment in EM-II or valid NSIC certificate or EM II certificate along with CA Certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.		
NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if			
15	Evaluation and Loading Criteria:		
A	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	Deviated Penalty : Any loading on penalty clause shall be 10% or to the extent to which it is not agreed to by the vendor.		
C	Deviated Payment Terms: 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.		
16	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.		
17	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.		NON DEVIATABLE
18	RISK PURCHASE: 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

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19	FORCE MAJEURE CONDITION: 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 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 delivery back any material issued to him by BHEL and release facilities, if any, provided by BHEL.		NON DEVIATABLE
20	ARBITRATION: 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
21	LEGAL SETTLEMENT: 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
22	ADJUSTMENT OF RECOVERY : 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
23	DEVIATION: 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. No deviation shall be entertained after MOU is signed.		NON DEVIATABLE
24	FINAL ENGINEERING DOCUMENTATION: The manufacturing shall be as per BHEL Specification and BHEL approved Drawings and Datasheets.		
25	Special requirement like acceptance test/ type test etc for a particular tender will be indicated by BHEL in enquiry under NOTES. The same shall be considered while quoting.		
26	INSPECTION: BHEL/ BHEL nominated TPIA/ End User/ End Users' representative may inspect Equipment/ Material as per Technical specification/ Approved Drawing/ Approved Datasheet/ Approved Quality Assurance Plan. Supplier shall send inspection call on prescribed format through online (http://cqir.bhel.in) only, with an advance notice of at least 3 days. Inspection charges will be borne by BHEL. In case of foreign vendors, Inspection shall be done by Lloyds/TUV /Bureau Veritas/BNV or it's equivalent TPIA and the charges for the same shall be included in the quoted price. IBR or its equivalent certification charges shall be inclusive. TC's shall be submitted to BHEL for review.		
27	Tender evaluation shall be done on Overall L1 basis.		NON DEVIATABLE
28	LOI will be issued by BHEL-PE&SD, Hyderabad and subsequently, PO will be issued by BHEL-Bhopal.		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	TECHNICAL SPECIFICATION : (As enclosed)		
31	QUALITY PLAN: (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.		

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33	FRAUD PREVENTION POLICY : 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 http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.		
34	If there is any conflict in clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) and General Conditions of Contract (GCC), then clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) supersedes the requirement.		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 & GCC, including stated in Vendors General Terms and conditions enclosed if any, shall be summarily ignored and will be invalid for evaluation of the Preferred Bidder.		NON DEVIATABLE