

General Terms & Condition of Enquiry

<u>S.No.</u>	<u>Description</u>
1	GENERAL
	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., CS & FP, Jagdishpur (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers.
2	General Instructions - for Indigenous
A	BHEL, CS & FP Jagdishpur Invites online bids (e-Enquiry) on BHEL e-tendering website: https://bheleps.buyjunction.in. Online bids are invited for scope of Supply / Services as detailed in the online enquiry. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.
B	Complete tender document can be down loaded from e-Tendering website: https://bheleps.buyjunction.in All corrigenda, amendments, time extensions etc., to the tender will be hosted on websites (https://bheleps.buyjunction.in) only. Please visit the sites regularly.
C	Special / supplementary enquiry conditions, if any, will override the conditions in this annexure.
D	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
E	BHEL reserves the right to finalize the tender through reverse auction mode amongst the bidders agreeing for reverse auction. Bidders should indicate their acceptance for the same in their technical offer, if called for in the enquiry. In case BHEL decides to open the sealed price bids, bids of all the techno-commercially acceptable bidders will be opened on the assigned date.
F	The goods offered shall conform to BHEL specifications and / or International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly & separately, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
G	Offers shall be submitted directly by vendor or his authorized agent only. Unsolicited offers shall be summarily rejected.
H	Bid in single part or techno-commercial bid in two part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date.
I	The bidder whose bid is technically not accepted, there EMD wherever submitted shall be returned along with his price bid within 30 days of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after submission of the bid.

<u>J</u>	1. Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders. 2. Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry. 3. In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
<u>K</u>	BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's approved vendor list.
<u>L</u>	Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details.
<u>M</u>	Goods shall be consigned to Manager-Store, Centralized stamping Unit, Bharat Heavy Electricals Ltd, Industrial Area Jagdishpur, Dist. Amethi -PIN-227817, India, unless otherwise specified in the PO.

<u>N</u>	Offers of the Bidders who are delisted or are on the banned list and / or those bidders who engage services of the delisted / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL website www.bhel.com .
<u>O</u>	In case the bidder decides to sub-contract part of his activity / work to some of his vendors, details of such intended subcontracting shall be mentioned in the bid. This will however not absolve the bidder from his contractual obligations and responsibilities.
<u>P</u>	In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided in the order of availability of goods from Indigenous sources, suitability of delivery period to BHEL's requirements, vendor performance rating and quantum of past business volumes with the vendor. BHEL's decision in such situations shall be final and binding.
<u>Q</u>	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
<u>R</u>	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <i>besides BHEL taking appropriate punitive action as deemed fit.</i>
<u>3</u>	Vendor's particulars & logistics information (Bidder to give details against each of the provisions)
<u>A</u>	Name of the vendor's executive to deal with this tender / project.
<u>B</u>	E-mail address of the contact person
<u>C</u>	Name of location from where the goods shall be offered for inspection and dispatch
<u>D</u>	Name of location from where the goods shall be offered for inspection and dispatch
<u>4</u>	Delivery Schedule & Completion date

A	*Instead of writing specific date against delivery offered, Bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry. * Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. * Seller shall deliver the goods in the manner and schedule agreed under the Purchase order. *Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.
B	In case of foreign supplies, the date of Mill TC / third party TC/ Supplier's TC as the case may be, will be reckoned as the date of delivery for FOB deliveries. In case of CIF / CFR delivery terms, the date of bill of lading (BL) shall be taken as actual date of delivery.
C	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
5	Transit Insurance
	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
6	Delivery Terms
A	Indigenous Purchase
	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
C	*In the event of bidder offering CFR or CIF delivery terms for delivery in FCL(Full Container Load), the Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days period. <i>*Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.</i>
7	Force Majeure
	Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the

	Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
8	LD / Penalty for delayed performance.

A	I. Subject to force majeure conditions, LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value. II. However in case of Capital Machine / BOP where staggered deliveries may be applicable, the LD cap will be levied on total order value. III. In case of any amendment / revision, the LD shall be linked to the amended / revised PO value. IV. Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
B	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser.
C	In case the contractually agreed delivery date falls on a holiday in BHEL CS & FP Jagdishpur, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
9	Documentation:
A	Indigenous Purchase
	Seller shall arrange to send to the consignee, Original Excise paid invoice (Buyer's copy and duplicate for Transporter), Commercial invoice in duplicate, consignee copy of LR & 2 sets each of Packing list , Test certificate, Guarantee / Warranty certificate , O & M manuals (where applicable), immediately on dispatch of the goods. The distribution of such documents will be specified in the Purchase order.
10	Pricing Terms
	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
11	Price Validity :
	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date. The prices quoted for spare parts of the main equipment shall be kept valid for a period of 180 days from the date of placement of PO for the main equipment.
12	Taxes & Duties - Indigenous Purchase
A	The Taxes and duties as applicable shall be payable extra which may include Excise duty against Gate pass, CST as applicable against "C" form for inter-state transaction, VAT as applicable for Intra-state transaction, entry tax etc. The Seller shall clearly indicate extent of taxes as applicable in his technical bid. In the event of vendor failing to furnish valid CENVAT invoices, amount corresponding to CENVAT will be disallowed by BHEL while making payments.
B	Bidders to ensure applicability of CST / VAT based on the Inter / Intrastate movement of goods. Sales Tax Registration Number (TIN) should be clearly mentioned on the vendor's quotation. <i>Payment of VAT will be considered on submission of proof of payment of VAT along with periodic Tax returns with acknowledgement mentioning BHEL's purchases.</i> E1/E2 forms are to be submitted by vendor for direct dispatches to Customers. The forms are to be submitted within 30 days of receipt of photocopy/scan copy of ' C ' form. Other statutory declaration forms are also to be submitted in time, as mentioned in the relevant Laws. BHEL reserves the right to withhold the payment due to the vendor equivalent to BHEL's tax and related liability thereon.
13	Payment Terms-

A	Indigenous: 100% payment within 90 days of receipt (45 days for MSE / NSIC registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. In case of dispatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.
14	Inspection of Goods
A	The Seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
B	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract.
C	All costs related to inspections and re-inspections shall be borne by the Seller. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
15	Guarantee / Warranty and corresponding Repairs / Replacement of Goods
	Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at purchaser's/ his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.
16	Evaluation and Loading Criteria:
	Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions (after considering, inter alia, CENVAT/ VAT/ Service Tax/Entry Tax as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.
A	-Marine freight - As per BHEL's shipping contract or the freight rate quoted by the Seller whichever is less.
B	-Marine Insurance as per BHEL's Marine policy.
C	- Import duty as applicable at the time of Part-II (Price) bid opening.
D	- Port handling/ clearing charges: @ 1.0% of CIF value.
E	- Inland freight: As applicable as per BHEL's transport contracts in vogue.
17	Non-Disclosure Agreement

	All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <i>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</i>
28	Settlement of Disputes & Arbitration
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate Guidelines of the Purchaser and the arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 read with Corporate guideline as amended from time to time.
E	The Seller shall continue to perform the contract, pending settlement of dispute(s).
19	Applicable Laws and Jurisdiction of Courts
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Sultanpur in the State of Uttar Pradesh, India shall have sole jurisdiction.
20	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
21	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase
A	Tender documents to the NSIC registered vendors (If registered for tendered items) shall be issued free of cost & no EMD wherever called for will be insisted upon. NSIC registered unit bidders shall submit along with bid relevant documents including valid NSIC certificate. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
B	In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents.
C	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from it's original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of it's original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.

22	All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g. GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supplies of materials/services to BHEL in the Return. Also, ensure that the existing contracts which spill over to the date of implementation of new GST laws are modified accordingly. The GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server' Must be ensured by the vendor/contractor. In absence of the same or any loss of GST Credit due to the fault vendor/contractor shall be recovered/not payable to the Vendor/contractor. GSTINReg.No:09AAACB4146P2ZC State Code: 09 (Uttar Pradesh)
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☐ We confirm acceptance to the conditions contained in this annexure (Tick (/) applicable provision) ☐ List of deviations where Bidder's response is not in affirmative is enclosed.

Signature of Vendor with date & Seal

