GENERAL TERMS AND CONDITIONS OF ENQUIRY

SN	Description
1	**General:**
A	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., Jhansi (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers.
B	Special / supplementary enquiry conditions& Mandatory Sheet requirements, if any, covered in the respective enquiry, will override the relevant conditions mentioned in this document.
C	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. Only the conditions contained in this document, including special conditions, if any, for this enquiry shall prevail.
2	**General Instructions - Common for Indigenous & Foreign enquiries**
A	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated.. 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. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
B	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the Cover. The Cover should contain both **Part-I** and **Part –II** bids, as the case may be. **Part – I bid** In case of Two part Bid, **Part – I** bid i.e. **Technical bid** containing (i) technical offer, (ii) Mandatory Sheet, (iii) **un-priced copy** of the Price Bid, (iv) EMD (if called in NIT),and (v) Relevant documents of PQR (if called in NIT), all duly filled-in & signed; should be kept in one envelope. The Part – I bid Cover items should have Enquiry No., Part I Bid, Due date, and Bidder's name indicated on the Cover **Part –II Bid wherever Reverse Auction is not called for** **Part – II** bid i.e. **Price Bid** containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a **separate envelope**. The Price bid Cover items should have Enquiry No., Part II Bid, and Bidder's name indicated on the Cover **Part –II Bid wherever Reverse Auction is called for** **Part – II** bid i.e. **Price Bid** containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a **separate envelope**. Wherever, BHEL informs that it proposes to conduct Reverse Auction for many items in the tender and where evaluation of the tender is on individual item basis, separate Part – II bids are to be submitted for each of the item. The Price bid Cover for each of the items should have Enquiry No., Part II Bid, Item no of Enquiry, and Bidder's name indicated on the Cover The envelopes indicating Part –I or Part-II, as the case may be, to be put in a bigger envelope, which should be addressed to In-charge, Tender Room, Bharat Heavy Electricals Ltd., Administration Building, Jhansi 284120. Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date. In case, the bids are not submitted in the manner stated above, the offer of the bidder(s) are liable to be rejected. It is preferred that offers are sent in sealed envelope. However, if the bidder choses to send the offer through E-mail, offers received through E-mail shall be considered only when such offers are complete in all respects.. In cases of offers through E-mail, the offers shall be sent totenderbox.jhs@bhel.in. , wherein the Subject of the Email should mention the Enquiry Number. E mail offers sent to any other E mail ID shall not be entertained. BHEL shall not take any responsibility if the offers are incomplete or if the Enquiry number is not mentioned in the subject of the E-mail.
C	Wherever BHEL proposes to issue tender through e –procurement, the same philosophy as mentioned in 2B above is ensured through suitable system locks.
D	Offer received after 13.15 hrs of the due date will be termed as "Late" and shall not be considered

E	BHEL reserves the right to go for Reverse Auction (RA) (as per Guidelines 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 processed 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)
F	The goods offered shall conform to BHEL specifications / drawings and / or Indian / International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
G	Offers shall be submitted directly by vendor or his authorized agent/representative only. Offers from any other sources shall be considered as unsolicited and 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, for which separate intimation will be sent to the acceptable bidders.
I	The bidder whose bid is technically not accepted will be informed & 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 backing out after submission of the bid.
J	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. A suitable cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then their original price (i.e. previous bid) shall be necessarily opened to know the price impact. .
K	The bidders will submit Integrity Pact, duly signed by its authorized signatory, if called for in the enquiry.
L	Wherever the enquiry is issued to unregistered vendor referred by BHEL Customer, the bidder shall submit the Supplier Registration Form (SRF) online at www.bhel.com and submit the signed copy of the duly filled-in SRF along with the bid. Price bids of such vendors, will be opened only on techno-commercial acceptance of bid and if allotted permanent code before the date of price bid opening.
M	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.
N	Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No, Item no. and the consignee details.
O	Goods shall be consigned to Manager , Stores (CRX), BHEL, Jhansi - 284120, India, unless otherwise specified in the PO.
P	Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list (as on date of Price bid opening) and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. The list of firms suspended by BHEL, Jhansi is available on www.bheljhs.co.in. The " Guidelines for suspension of business dealings with Suppliers / Contractors" is uploaded on BHEL website http://www.bhel.com/vender registration/vender.php

Q	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com &www.bhejhs.co.in) only. Bidders responding to press tender should regularly visit website(s) to keep themselves updated.
R	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.
S	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 by soliciting discounts from the respective L1 bidders.. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding.
T	Wherever the minimum reserved capacity is called for in the tender, the offers of such bidders, who do not quote for the minimum reserved capacity, are liable to be rejected.
U	Due to large qty. requirement, we may finalize the tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders), but limited to the capacity quoted by the bidder. Indicate your committed capacity for the item(s) tendered and confirm that capacity offered by you against our tender shall be available for us during the entire period of the Purchase Order / Contract. Where the number of qualified responses (N) are three or more, the distribution shall be limited to (N-1) responses. The manner and proportion of distribution shall be mentioned in the specific enquiry. Normally, the quantity distribution shall be generally as per quantities allocated to the bidder, but limited to the capacity quoted by the bidder. While the manner of distribution is mentioned in the enquiry, the absolute values of the unit of measurement shall be rounded off . For eg : If an allocation of 40% quantity results in 23.5 units, the quantity allocated shall be 24 units. If an allocation of 40% quantity results in 23.3 units, the quantity allocated shall be 23 units The distribution shall be based on the acceptance given by bidders to the L1 price counter offered to them. In case any or all of the bidders do not accept the counter offer, and a situation arises wherein bidder(s) who have agreed to the counter offer may have to be allotted more quantity than what has been proposed earlier, then the same shall be done , but limited to the capacity quoted by the bidder (s). Wherever, the number of techno commercially qualified responses (N) is two, BHEL reserves the right on whether or not to distribute the quantity on more than one bidder While the above pattern shall also be followed in long term framework agreements (FA), performance of the suppliers shall be monitored periodically, and the loading in FA will also be subject to factors like (a) Customer approval of suppliers in specific projects, (b) quality surveillance at Supplier works, (c) Suppliers delivery and quality performance during execution of FA, (c) Pendency of orders on the supplier and (d) responsiveness in addressing post order completion issues at BHEL. In view of these factors, the loading during execution of FA may vary with respect to allocated quantity. During execution of FA, if the performance of supplier is not upto the mark in respect of delivery / quality performance / quoted capacity of the bidder, BHEL reserves the right to either reduce further loading or stop loading till the execution of overdue orders. In such cases, action shall be taken against the defaulting supplier(s) as per guidelines of the Company, and the balance allocated full or part quantity of the defaulting supplier(s) may be re-distributed amongst other performing and willing vendors of the FA..
V	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, *besides BHEL taking appropriate punitive action as deemed fit.*
3	**Vendor's particulars & logistics information**
	Bidder to provide contact details and all logistical information as called for in the Mandatory Sheet enclosed to this enquiry
4	**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, bidders are to quote for CIF/CFR delivery terms .For 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.
D	In case of unreasonable delivery quoted by the bidders, BHEL reserves the right to reject such offers.
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 (with freight and insurance in bidder scope) to the named destination unless otherwise called for in the enquiry. In case the bidder quotes on Ex-Works, the offer of such bidder(s) is/are liable to be rejected. Wherever the PO terms mentions delivery terms as FOR Destination basis, and In the event of supplier having supplied the material by BHEL Truck / Vehicles as per BHEL transportation rate contract, thus causing BHEL to bear the freight charges, the corresponding amount ,incurred / estimated, shall be deducted from the bills of the Supplier.
B	**Foreign Purchase – Imports**
	1. Goods shall be dispatched by sea on CIF/CFR basis, unless stated otherwise in the enquiry or purchase order. The destination shall at Navsheva, Mumbai for LCL/Breakbulk Cargo and ICD, Mandideep, Madhya Pradesh for FCL Cargo 2. If air freight is called for in the enquiry, the goods shall be delivered on FCA basis to the named Airport 3. Please visit BHEL Jhansi web site www.bheljhs.co.infor details of named Airports. . Name of the airport so chosen by the Seller shall be indicated by the Bidder in his offer. 4. Goods shall be handled for air freight by BHEL's freight forwarder only, under FCA contracts and HAWB issued by BHEL appointed forwarder or his authorized agent(s) shall only be accepted for negotiation.
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. • *Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to theSeller's account.* •
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. II. 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 undelivered portion . III. However in case of Capital Machine / BOP where staggered deliveries may be applicable, the LD cap will be levied on total order value inclusive of E&C charges. (15%) IV. Wherever Erection & Commissioning (E& C) is called for, the vendor is provided a stipulated period from date of site readiness. LD shall be applicable for any delay beyond the stipulated period mentioned in the PO. V. In case of any amendment / revision, the LD shall be linked to the amended / revised PO value. VI. Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value) For the sake of clarity – Total order value means purchase order value (exclusive of taxes), Undelivered portion means , the delayed portion for the given lot. In case a supply is rejected and the same is replaced at a later date, the date of replacement of accepted supply shall be reckoned for calculation of LD
B	In case the contractually agreed delivery date falls on a holiday in BHEL Jhansi, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
C	In case of Ex works Delivery terms for Indigenous supplies, the date LR shall be reckoned for LD deduction. In case of FOR Delivery terms, the date of entry in BHEL Jhansi (CISF date) shall be reckoned for LD deduction. In case of FCA Delivery terms / Ex Works Delivery terms of Foreign supplies , the date Invoice / Packing List / Test Certificate, whichever date is later, shall be reckoned for LD deduction. In case of FOB / CIF / CFR / CIP Delivery terms, the date of Bill of Lading , shall be reckoned for LD deduction.
	Risk Purchase.
C	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material(of the undelivered portion) 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. In such cases, BHEL shall withhold bills, bank guarantees, etc of the Supplier, which are pending either at BHEL, Jhansi or any other Unit of BHEL . Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Supplier. To know the implications of suspension, the bidder may see the " Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website http://www.bhel.com/vender registration/vender.php
9	**Indian Agents and Agency commission**
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement. The agency agreement should specify the precise relationship between the foreign OEM / foreign Principal and their Indian Agent. Any payment which the Indian agent receives in India or abroad from the OEM, whether as commission or as a general retainer fee, should be brought on record in the agency agreement.
B	The CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT selling rate prevailing on the date of (a_ technical bid opening, or (b) price bid opening, or (c) date of invoice, shall be considered for computation of Agency commission.
C	Be it a case of a Foreign / Indigenous Principal or OEM, in a tender either the Indian Agent on behalf of Principal/OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case both submit a bid in the tender, then the bid of OEM only shall be opened

D	Be it a case of a Foreign / Indigenous Principal or OEM, If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.
10	**Documentation:**
A	**Indigenous Purchase**

Immediately on despatch of Goods, the following documents shall be necessarily sent by the Seller to the respective address(es) mentioned below

(a).	**Addressed to:** Addl General Manager (Stores) Main Store Building BHEL Jhansi PIN-284120 Telephone . 0510-2412230	**Documents to be sent:** (i) GST compliance Invoice – Duplicate for Transporter (ii) Challan/Despatch Advice note / Packing List etc. + 1 Photo copy (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) LR/RR Duplicate for Transporter copy (v) O&M Manuals, wherever applicable
(b)	**Addressed to:** Dy. General Manager (Finance) Administrative Building BHEL Jhansi PIN-284120	**Documents to be sent:** (i) GST compliance Invoice – Original for Buyer (ii) Copy of LR/RR (iii) Copy of Test Certificate (iv) PVC Calculation sheet, if any, with supporting documents. (v) MOM with BHEL Customer (if called for in the PO) in case of installation & commissioning at Customer Site (vi) Capitalization Certificate, if called for in the PO
(c)	**Addressed to:** Dy. General Manager (MM) Administrative Building BHEL Jhansi PIN-284120	**Documents to be sent:** (i) GST compliance Invoice – Extra copy / Photo copy (ii) Challan/Despatch Advice note (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) Copy of LR/RR

In case any other documents are required, the distribution of such documents will be specified in the Purchase order.

Further, if specified in the Purchase order, all the details and copies of documents have to be uploaded by Supplier on BHEL portal before despatch of Goods

B Foreign Purchase – Imports

Seller shall send 1 set of following documents, in English, within 7 days of BL date by courier to the Purchaser

1. Original Clean on board Bill of lading.
2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, net weight, CBM (cubic metre) volume, No. of packages with Dimensions of each package.
3. Original certificate of Country of Origin issued by Chamber of Commerce
4. One set of Original test certificates and O&M manual where called for.
5. Fumigation certificate wherever cargo is packed in wooden packing or packing of Plant origin material is used.

In case the Seller decides to negotiate all 3 originals of BL through negotiating Bank, non-negotiable documents (NND) consisting of copy of BL / HAWB & all originals at sl.no. 10-B2 to B5 will be couriered to Purchaser. Soft Copy of documents at sl. 10-B1 to B5 will also be sent by e-mail to the Purchaser at the e-mail address given in the PO. Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing negotiable documents, will be recovered from the Seller.

C	In case of incomplete documentation, the communication shall be provided to supplier. The delays in submission of documentation by the supplier shall be reckoned while releasing payments to the Supplier
11	**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.

12	**Price Validity** :
	Unless stated otherwise in the enquiry, offer shall be valid for a period of 120 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.
13	**Taxes & Duties - Indigenous Purchase**
A	The Taxes and duties as applicable shall be payable extra which may include GSTagainst Gate pass. The Seller shall clearly indicate extent of taxes as applicable in his techno commercial bid. In the event of vendor failing to furnish valid GST invoices with appropriate HSN Code , amount corresponding to GST will be disallowed by BHEL while making payments. Bidders to ensure applicability of IGST / CGST/SGST based on the Inter / Intrastate movement of goods. GST Registration Number (GSTIN) should be clearly mentioned on the vendor's quotation. Please quote our IGST registration number 09AAACB4146P2ZC in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Jhansi due to any default of supplier under GST such implication shall be to supplier's account. GST shall be levied on LD and the relevant tax invoice shall be provided to vendors for availing credit. In case of directly despatchable items to Customer's Site, Supplier to bill to BHEL Jhansi at its GST Account number 09AAACB4146P2ZC and ship to the respective Customer Since, input credit of GST will be available to BHEL-Jhansi only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Jhansi on matching of vendor inputs at GST portal and after ensuring availability of input credit to BHEL-Jhansi. Payment of tax shall be done only after availing matching ITC, in all cases where bills are submitted directly to BHEL-Jhansi or through bank or under LC or through any other mode. 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. In case of any changes in statutory laws w.r.t. taxes and duties, the same shall be applicable at the given point of time.
B	*Wherever GST is not applicable, the tax and duty structure , as applicable, is to be complied by the seller.*
14	**Taxes & Duties - Foreign Purchase – Imports**
A	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted FCA / CFR/CIF price.
15	**Payment Terms-**
A	**Indigenous:** 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL , on direct presentation of the documents.. Payments to vendors who are seeking benefits under MSME act shall not be entertained if the Udhyog Aaadhar Memorandum (UAM) submitted by them is not valid on the date of Purchase Order and date of supply (SRV Date of BHEL) . It is hence in the interest of the vendor that they validate the status of UAM regularly with BHEL. In case of despatch 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(as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.

	All documents as called for in the PO have to be submitted by the Supplier at the time of receipt of material and this should include the Invoice of the Supplier - Original copy of the Buyer and Duplicate for Transporter. On receipt of Invoice, the same shall be acknowledged by BHEL. Any clarifications on the bill submitted by the supplier shall be sought generally within 30 days (15 days for MSE / NSIC registered suppliers as per relevant act in force) of receipt of bill at BHEL. While it would be in the interest of the Supplier to provide the reply immediately to the clarifications sought , the Supplier is to respond at least within 7 days from the date of clarifications sought by BHEL. Wherever clarifications are sought by BHEL, the date of receipt of clarifications from the supplier shall be considered as date of submission of clear and admissible bill.
B	**Foreign:** 100% against irrevocable, unconfirmed LC, payable within 120 days of the bill of lading (BL) date. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate (as on date of Part I bid opening) plus 6%, for the credit period short of 120 days. The LC shall be established 2 month prior to shipment date, valid for period of 120 days, unless agreed otherwise. Payment terms of CAD payable on 120th day of BL / HAWB date shall be preferred.
C	While there could be exceptional situations wherein the payment may be delayed beyond the stipulated time mentioned above, it is clarified that BHEL shall not pay any interest on such delays
D	In case of any disagreement between BHEL and the Supplier on any part of the bill, such part shall be severed from the rest and payment against agreed and admissible part shall be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions viz. conciliation, dispute resolution, arbitration, etc
16	**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 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.
D	**Undertaking to be provided by Suppliers before despatch** : The suppliers , before despatching the jobs, shall provide an undertaking on their letterhead, that the jobs have been made as per BHEL Specification / Drawings, that the test results meet the specified parameters of the drawing / specification, that the supplies have been inspected as per Quality Plan (if called for in the Purchase Order), that on receipt of supplies at BHEL, Jhansi; BHEL reserves the right to reject any supplies which are non compliant, that in case the material is accepted with deviationst wherever rectifications / rework is observed, that the Supplier shall be given seven days notice to attend to the work and if the Supplier does not attend the rectifications in the said period, BHEL shall reserve the right for suitable deductions. Despatch clearance shall be given when the Supplier provides the above undertaking (as per Annexure I) to BHEL
E	**Uploading despatch information on BHEL SIP** The supplier has to upload despatch information details by logging in at **'Supplier Information Portal'** of BHEL Jhansi website using their User name (Vendor Code) and Password. Subsequently, the supplier has to click at the link**'Update Consignment details'** provided therein.Submitting **'Despatch Intimation' is mandatory**. All supplies arriving (reaching BHEL Jhansi) will be allowed inside CISF Material gate of BHEL Jhansi only if the supplier has submitted online Despatch Intimation. The **following documents are necessary before entry of material at our Material Gate**:

1	GST Invoice **OR** Delivery Challan (as per rule 55) **OR** Bill of entry for imports **OR** Excise Duty Invoice for Petroleum supplies
2	Lorry Receipt (LR) **OR** Railway Receipt (RR) **OR** Door Delivery (Courier Docket..).
3	'Despatch Intimation' (Printout required).

The following documents are additionally required for **SRV clearance** if they are called for in the Purchase Order (PO):

4	Complete Test certificates/Inspection reports
5	Guarantee certificates
6	Any other document as called for

Following may be required for **SRV preparation** depending on the nature of material being supplied:

7	Packing lists, wherever applicable.
8	Weighment slip.

A cost of one percent of the transaction value (not more than Rs 5000 per transaction but not less than Rs 500 per transaction) shall be deducted from supplier bills in case supplier has failed to upload the despatch information on Supplier Information Portal

E Material despatched one month prior to the date of despatch shall not be permitted inside BHEL, unless there are instructions otherwise from BHEL. In all such cases, material will be allowed inside only if approved by Head MM

Material despatched 10 weeks after date of despatch shall not be permitted inside BHEL, unless there are instructions otherwise from BHEL. In all such cases, material will be allowed inside only if approved by Head MM

17 Warranty , Corresponding Repairs / Replacement of Goods, and Deductions

Goods shall comply with the specifications for material, workmanship and performance.

The warranty shall be for a period of 24 months from the date of receipt at BHEL, Jhansi

However, **wherever erection & commissioning also is in the scope of the bidder**, the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is later.

In case any other terms are to be specified for warranty, the same shall be specified in the specific enquiry

A Normally deviation shall not be accepted for the criteria of warranty period. The offers of bidders, who offer deviation to the warranty terms mentioned in the NIT, are liable to be rejected.

If the item supplied 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.

18 Evaluation and Loading Criteria:

Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions (after considering, inter alia, Customs Duty and CENVAT/ VAT/ CST/Service Tax/Entry Tax or any other tax as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.

Foreign suppliers shall ensure that the benefits as applicable under Free Trade Agreement (FTA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed

	concessional duty benefits in India, the cost incurred owing to consequent delays, detention and demurrage thereof, will be to the Seller's account. To arrive at the Delivered Cost, the quoted price shall be suitably loaded, the details of which are mentioned in this annexure / special remarks of the enquiry. In case of any additional techno commercial deviations, for which the loading criterion is required to be framed after opening of techno commercial bid, such criterial shall be communicated to all qualified bidders before price bid opening.
19	**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. *BHEL reserves the right to claim damages from the bidder, or takeappropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.*
20	**RIGHT OF REJECTION /NON- PLACEMENT OF PO/ SHORTCLOSURE OF PO:** BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason whatsoever / non placement of PO or contract / short closure of PO or contract.
21	**Performance Bank Guarantee (PBG)/ Security Deposit (SD):**
A	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must normally be in Indian Currency from the Consortium Banks of BHEL / as specified in the specific Enquiry
B	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable security, preferably Bank guarantee.
22	**Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase**
A	MSE suppliers who are registered by bodies like MSMED, NSIC & DIC specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) can avail the intended benefits only if they submit along with the offer, relevant documents including valid certificate as mentioned in " Format for Supplier MSME Status' on Supplier Information Portal of BHEL, Jhansi. In case the valid MSE registration of the bidder is already updated in SDC records of BHEL, Jhansi, it may not submit the details again. It is hence in the interest of the supplier that they validate the status of UAM regularly with BHEL, if they would like to avail intended benefits under MSME Act.
B	Tenders to MSE suppliers shall be issued free of cost & no EMD wherever called for will be insisted upon. Such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non- submission of such document will lead to consideration of their bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. 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.
C	In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +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 quantity. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately (to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. 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. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders.

	The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 20% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per ' manner of splitting' clause in NIT already cater to 20% share in the tendered load.
D	In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/ certificates, has misrepresented the facts, has wilfully suppressed the facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings.
23	**Benefits earmarked to suppliers for Purchase under ' MAKE IN INDIA'**
	As part of minimizing import content, Government of India , vide order no P-45021/2/2017-B.E.-II dated 15.06.2017, under the subject – Public Procurement (Preference to Make in India) -- has set the initiatives to encourage and promote indigenously manufactured goods within India and services provided by sources within India. . In line with this, bidders who manufacture the goods and provide services within India (otherwise referred as local suppliers) are given purchase preference and are entitled to benefits in the tender
A	**Definitions**
(i)	**Local content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value , in percent . Presently, the minimum local content required is 50%. The nodal ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
(ii)	**Local supplier** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed
(iii)	Margin of Purchase Preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Presently the margin of Purchase preference is 20%.
B	**Conditions under which preference is given**
(i)	In procurement of goods in respect of which the Nodal ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more that Rs 50 lakhs, provisions of 23(B) (ii) and 23(B)(iii) shall apply.
(ii)	If the procurement of goods are not covered by 23(B)(i) and are divisible in nature, the following procedure shall be followed :
a	If L1 is a local supplier, the order for full quantity shall be awarded to local supplier
b	If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, shall be invited to match the L1 price for the remaining 50% quantity , subject to the local supplier's quoted price falling within the margin of purchase preference, and the order for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and the order shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
iii	If the procurement of goods are not covered by 23(B)(ii) and are not divisible in nature, and in procurement of services where the bid is evaluated on the price alone, the following procedure shall be followed :
a	If L1 is a local supplier, the order shall be awarded to local supplier
b	If L1 bid is not from a local supplier, then the lowest bidder among the local suppliers, will be invited to match the L1 price, subject to the local supplier's quoted price falling within the margin of purchase preference, and the order shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and the order shall be awarded accordingly. In case none of the local suppliers within the margin of preference match the L1 price, then the order may be awarded to the L1 bidder.
C	**Exemption of small purchases**
	Notwithstanding anything contained at clause 23B above, procurements where the estimated value of procurement is less than Rs 5 lakhs are exempt and purchase preference shall not be accorded in such cases.

D	**Verification of local content**
(i)	The local supplier, at the time of tender, bidding or solicitation, shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
(ii)	In cases of procurement for a value in excess of Rs 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
(iii)	False declarations shall be in breach of code of integrity and shall invite action as per guidelines for Suspension of Business dealings with Suppliers
E	In case of any disputes / clarifications, the extant guidelines of Government of India shall prevail.
24	**Fraud Prevention**
	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
25	**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).
26	**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 Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction.
27	**Conciliation**
	BHEL and bidder agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the terms and conditions of order, which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. **Notes:** **1.** No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. **2.** Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. The details of Conciliations shall be governed by the BHEL Conciliation scheme 2018.
28	**General**
	The Bidder shall keep a track of any changes by visiting the Supplier Information Portal of BHEL, Jhansi at https://www.bheljhs.co.in/apps/sip/index.php