

Annexure-A (STC)
Standard Terms and conditions (Commercial)
Attachment to Enquiry No. T7J1S29477 (NIT_47841) for Supply of MMS-Super Structures to NLC Neyveli Solar Project

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:		
	Signed & Sealed offers are invited for Scope of Supply and Services as detailed in the enquiry. Relevant enclosures/ supporting documents / catalogue, if any shall be enclosed to the technical offer.	SEALED COVERS NOT APPLICABLE AS E-PROCUREMENT	NON DEVIATABLE
2	GENERAL INSTRUCTIONS:		
A.	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. 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	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	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 envelops 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	Bidder can also submit offer through email at his own risk. The offer to be submitted in two parts . Technical offer to be submitted to technicalbid_hyd@bhel.in , and price bid to be submitted to pricebid_hyd@bhel.in . Interchanging the information in the mails may lead to rejection of the offer .Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non receipt of offers sent thru email due to server break down / Internet failure / tranmission error etc. In case of e-mail offers vendor name, address including contact details shall be mentioned. In the mail , subject should contain Enquiry no and due date.	NOT APPLICABLE Submit offer in e-mode only	NON DEVIATABLE
H	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).		
4	BID SUBMISSION PROCEDURE:		
i	For Single Part Bids: Offers addressed to DGM/CMM, Vendor Complex, BHEL, Hyderabad must be sent in a sealed cover on which tender enquiry number and the due date shall be superscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time of submission of offers, preferably in the bidder's envelop.	NOT APPLICABLE	
ii	For two-Part Bids:		

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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.		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		
	Goods shall be delivered on Ex-Works basis including Packing & Forwarding with Freight up to 1X65 MW NLC Neyveli solar Pv Project, Tamil Nadu State Site in vendor's Scope. Transit Insurance shall be in BHEL's scope.		
	Packing & Forwarding charges Inclusive of basic price.		(If extra mention here in % of basic price)
	Freight charges Inclusive of basic price.		(If extra mention here in % of basic price)
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		

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	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 30 days from date of PO/LOI 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 30 days from date of PO/LOI up to material receipt at Port of Lading. 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
10	Taxes & Duties (DATA TO BE INDICATED by the bidder against the space provided)	Not applicable. Please refer clause Nos. 36, 37, 38 & 39 below	
A	Indigenous Purchase		
	The Taxes and duties e.g. Excise duty, Service Tax, Sales Tax, VAT etc. as applicable shall be quoted in the following manner.		
i.	Excise Duty : To be quoted as extra in % or lumpsum as quoted in the price bid.		
ii.	CST : CST against form C in %. Bidder shall also indicate full rate of sales Tax where Concesional form can not be issued by BHEL.		
iii.	VAT : To be quoted in %.		
iv.	Service Tax : To be quoted in %.		
NOTE: Bidders to ensure correct applicability of CST / VAT based on the Inter / Intra state movement of goods.			

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v	In case, the vendor imports the equipment/items and dispatches directly to BHEL/ Destination, the vendor may please indicate whether they can pass on CVD benefit and if so, the quantum of CVD to be indicated here.		
vi	Other taxes & duties, if any to be indicated here		
vii	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
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 on dispatch of materials upon submission of required documents listed at sl. no 6. A Payment of GST: Please refer clause 39 of this document. • 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 and on furnishing Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period • 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)		

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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
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 any, shall			
15	Evaluation and Loading Criteria:		
A	Evaluation of prices shall be done Over All-L1 basis. 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(a)	In case of foreign bidders, 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).ng.		
B(b)	Incase of Indigenous Bidders , Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 3% of Ex-works value (5% for plates, pipes, rounds & structurals) unless otherwise mentioned in enquiry.		
C	Deviated Penalty : Any loading on penalty clause shall be 10% or to the extent to which it is not agreed to by the vendor.		
D	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

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Sl. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
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
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. 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 if any or its equivalent certification charges shall be inclusive. TC's shall be submitted to BHEL for review. Ordereed items to be dispatched only after obtaining MDCC from customer through BHEL.		
27	Special cases like Overall L1evaluation/ Reverse Auction etc shall be indicated in the respective enquiry and vendor should note that.		
28	O&M Manuals in 10 sets of hard copy and 3 sets of CD shall be part of FINAL Documentation, if applicable.		
29	TECHNICAL SPECIFICATION : (Specification No - as enclosed)		
30	QUALITY PLAN: (Standard QAP No as enclosed)		

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31	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.		
32	If there is any conflict in clause mentioned in STANDARD TERMS & CONDITIONS (COMMERCIAL) and General Conditions (GCC), then clause mentioned in STANDARD TERMS & CONDITIONS (COMMERCIAL) supersedes the requirement.		NON DEVIATABLE
33	VOID		NON DEVIATABLE
34	Commercial Conditions quoted in any place other than this format , 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
35	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).		NON DEVIATABLE
Below Clauses 36, 37, 38, 39 supercede any such clauses else where mentioned in the NIT documents			
36	Please mention HSN and tax rate		NON DEVIATABLE
37	A.1) TAXES & DUTIES: The provisions of this clause shall supersede all the references to Taxes & Duties subsumed under GST law, anywhere in the tender documents. The quoted rates shall be exclusive of GST but inclusive of all other taxes, including any cess or surcharge or levy/tax by whatever name called, imposed under GST law or any other law at any time, for which input credit is not available to BHEL under any interpretation of the law. GST at the applicable rates shall be payable extra. However, the same shall not be paid if the input credit thereof is not available to BHEL due any reason attributable to the supplier/bidder. TDS under GST as and when applicable, shall be deducted at prevailing rates. GST as applicable on the LD/Penalty shall also be recoverable in addition to LD/Penalty applicable on delayed supplies. Bidders/Suppliers have to comply with all requirements of the GST law as may be prescribed by the Government from time to time (including provisions related to E-way bills as and when prescribed). In the event of any non-compliance to any of the requirements of the GST law by the supplier/bidder, any consequential financial implication to BHEL, including interest on delayed discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder.		NON DEVIATABLE
38	SUPPLY: Bidders have to issue GST compliant invoices showing: 1. BHEL PE&SD R C Puram Hyderabad GSTIN No.36AAACB4146P1ZG under "Details of Receiver (Billed To) 2. BHEL's Customers details (mentioned in SCC/Dispatch Instructions) under "Details of Consignee (Shipped To) 3. State of Telangana as the "Place of Supply" irrespective of where the goods are shipped to, since these transactions fall under Section 10(1)(b) of the IGST Act in case of suppliers from outside Telangana Details of despatch comprising of copies of GST Invoice, LR/delivery, challan, packing list etc., have to be submitted to BHEL immediately on despatch. In the event of any delay in submission of these document to BHEL and/or any documentary discrepancies, any consequential financial implication to BHEL, including interest loss on discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder.		NON DEVIATABLE

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39	PAYMENT OF GST: The GST amount on gross value of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following: a) the bidder declaring the invoice in his GSTR-1 and b) Confirmation of payment of GST thereon by bidder on GSTN Portal. However, BHEL may, at its discretion release the amount of GST against indemnity bond in the prescribed format. Pending the above confirmation, and in such cases, if any discrepancy is found on subsequent verification as per data available from GSTN Portal, the entire financial implication there of on BHEL shall be recovered from the bidder.		NON DEVIATABLE
40	Consideration of offers, submitted by bidder is subject to end customer approval (as applicable).		NON DEVIATABLE
41	Documents exchange schedule (If not mentioned in specification; In case it is available in specification, the specification supersedes): In case of ordering, a) Bidder to submit drawings, data sheets, quality plan etc for BHEL approval within 07 days from the date of PO; BHEL will approve the same within 07 days.		NON DEVIATABLE

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