

**Enquiry 4102000036 dt. 31.08.2020- Procurement of Matching Piece(SA10
Techno-Commercial Terms**

Sl No	BHEL requirement
1	Quotation no
2	Quotation date
3	Currency of quote
4	Applicable GST % shall be indicated
5	<u>Technical requirements-</u> 1) TDG 7430:002 Rev 00 is applicable. Item shall be manufactured and supplied as per applicable Drawings, TDG and Customer approved QP. 2) Successful Bidders getting orders shall submit Quality Plan to BHEL inline with TDG for approval by BHEL/Customer before proceeding with further execution of order. 3) Packing procedure shall be as per PC-PKG-01. 4) EP shall be as per item drawings enclosed with tender. 5) All other terms and condition as per latest techno-commercial MOU
6	Bidder's Quality System shall meet the requirements of NCA-3800. However, Quality system Certificate (QSC) for material organization from ASME Society (one of the requirement of NCA-3800) is not required.
7	<u>Technical deviations (if any):-</u> Bidders may note that except for the deviations listed in the 'Enquiry Deviation Format', the bid shall be deemed to comply with all the requirement in the bidding documents and the bidders shall be required to comply with all terms, conditions and specifications of the bidding documents irrespective of any mention to the contrary, anywhere else in the bid. Deviations taken by vendors (if any) are subject to BHEL approval. If deviation format is not submitted by bidder, it will be construed that the bidder complies to all the technical requirements of BHEL without any deviation.
8	<u>Bid validity-</u> 4 months from the date of Part I bid opening (Mandatory to accept else bid is liable for rejection)
9	<u>Delivery period-</u> 4 months from LOI / PO date.
10	<u>Delivery term-</u> 'FOR' BHEL Trichy / Site (all inc of P&F, F&I, testing, inspection charges etc).
11	<u>Inspection-</u> Inspection shall be as per BHEL TDG, Drawings and customer approved Quality Plan.
12	<u>Liquidated Damage clause-</u> 0.5% of the price for each week of delay upto a maximum of 10% of the price of delayed / undelivered portion. For the purpose of LD calculation, LR date will be considered. In case of deviation to BHEL's standard LD terms, loading will be applicable and will be limited to the extent to which it is not agreed to by the bidder.
13	<u>Evaluation & Ordering-</u> 1. Evaluation of bids and ranking of bidders shall be done item wise. 2. Ordering will be done itemwise. 3. Minimum Order Quantity (MOQ) / Minimum Order Value (MOV) condition will not be accepted. Bids of such bidders (if any) insisting for MOQ / MOV will be rejected.
14	<u>Payment term-</u> 1. 100% payment after 60 days after receipt and acceptance of materials (site acknowledgement to be submitted in case of Direct to Site supplies). 2. For MSE bidders Payment shall be as per MSE Clause subject to submission of relevant documents. No other payment terms will be accepted. If bidders propose for any other payment term other than indicated above, it will be rejected.
15	<u>Reverse Auction-</u> BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidder in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
16	<u>Cancellation / termination of contract, default / breach of contract and risk purchase-</u> As per BHEL's Standard Cost and Risk clause indicated in Annexure A enclosed. By submitting the bid, vendor explicitly accepts to BHEL's requirement. Bids deviating from BHEL's standard condition will be rejected.
17	<u>Customer approval -</u> PQR qualified and Techno-Commercially acceptable bidders will be taken up for Customer approval. Such bidders will be required to submit all the credentials in questionnaire upon intimation from BHEL. Price bids of only such PQR qualified, Techno-Commercially acceptable and Customer approved bidders will be considered for further tender processing.

18	<u>Purchase Preferences for the Enquiry-</u> If Make in India preference is applicable as per Annexure A to NIT, declaration format as per NIT shall be submitted. In the event of non-submission of declaration, purchase preference will not be extended to bidders.
19	<u>Purchase Preferences for the Enquiry-</u> If MSE preference is applicable as per Annexure A to NIT, supporting documents as per NIT shall be submitted. In the event of non-submission of supporting documents, purchase preference will not be extended to bidders.
20	In the eventuality of any tie in value of item during price evaluation, L1 vendor will be ascertained as follows and the same be intimated to all the vendors thru NIT- 1. Snap bids will be invited from the applicable vendors and the same will be opened in presence of finance and vendor representatives (if available). Revised CS will be prepared and L1 will be arrived accordingly. 2. In case tie remains even after the snap bid, paper lot / lottery system will be resorted to for ascertaining the L1 vendor.
21	All other terms and conditions other than those indicated above shall be as per Annexure A- General Terms and Conditions
22	General note- Any disparity to terms indicated above, Annexure A and bidders offer, only the agreed terms and conditions above / Annex shall stand valid. Bidders terms and conditions which are in conflict will be ignored and will not be taken into consideration