

Bharat Heavy Electricals Limited

Transmission Business Group

Material Management

BHEL's NIT

General Terms & Condition

for

SUPPLY OF 500MVA TRANSFORMER FOR
PGCIL TUMKUR AND MYSORE EXTN Project

Enquiry No.157E186 dated 04.10.2017 /
NIT No.34882

**TRANSMISSION BUSINESS GROUP
BHARAT HEAVY ELECTRICALS LTD**

TERMS AND CONDITIONS FOR TENDER ENQUIRY

This Format is to be submitted duly signed by vendor. Deviation, if any, is to be brought out clearly in Schedule of deviation giving clause wise deviation. Any condition / clarification / deviation mentioned elsewhere shall not be accepted.

S.N	BHEL's Commercial terms & conditions
1.	1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected. 1.2 Bidder must ensure that their bid is submitted / dropped in the tender box on or before 14-00 Hrs. IST on the due date of opening, unless otherwise specified in the NIT, at the address as follows :- TENDER BOX-TBMM-PURCHASE Material Management Division, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India 1.3 Bidder may submit complete offer through email: tenderbox@bhel.in directly and should not be share this documents to any one in BHEL except tender box otherwise the submitted offer will not be considered. 1.4 The bids shall be opened at 14-30 Hrs. IST on the due date of opening, in the presence of participating bidders who may like to be present, unless otherwise specified in the NIT. Bids received late are liable for rejection. Bidders sending bids by courier or post will have to ensure that it is timely delivered at the above address. 1.5 Bids are to be submitted duly signed with seal in Two parts: (a) Techno-commercial Bid (Part-I) – To be submitted in 2 sets (original + copy). A copy of Price Bid (Part-II) clearly mentioning all the necessary information as per format without prices “Un-Priced Bid” is also to be enclosed in Part-I Bid. Part-I bid should contain 1. Specification. 2. Deviations (if any) in deviation sheet of BHEL's Format. 3. Bidder to ensure to submit GTP, drawings, valid type test reports, technical check list as technical offer. 4. BHEL's NIT terms and condition and associated documents, un-priced copy of price bid with units for measurement. 5. Evidence for Qualification criteria including credential of bidder in a separate envelope/file in line with PQR as per Annexure-2. (b) Price Bid (Part-II) – To be submitted only in one set in a separate sealed envelope. This should not contain any Technical and / or Commercial Terms and Conditions. The unit rates should be quoted both in figures and words. In case any difference between figures and words, the quoted rate in words will prevail over figure.

S.N	BHEL's Commercial terms & conditions
	1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and marked as "Techno-commercial Bid (Part-I)" and "Price Bid (Part-II)" respectively. Both the envelopes are to be kept in another common envelope and marked as "BID". Each envelope should be sealed and super scribed with tender enquiry no., item / package name, project name and due date of opening. Bidder's name and address shall also be mentioned on each envelope. Note: • Representative deputed to witness tender opening must produce an authority letter from the signatory of offer at the time of tender opening. • Authorized signatory of the bidder should authenticate tender documents. 1.7 For any Technical clarification, please contact Sh. Dilip Shukla, Manager-TBEM/Sh. S.K. Shukla, DGM-TBEM BHEL, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India Phone : +91 (0) 0120- 6748533/8531 Fax: +91 (0) 0120 – 6748580. e-mail :dkshukla@bhel.in; skshukla@bhel.in; 1.8 For any commercial clarification please contact person issuing enquiry. Sh. Gaurav Agarwal, Sr. Engineer-TBMM / Sh. Anuj Kumar,, Sr.DGM-TBMM BHEL, Transmission Business Group, Tower-A, 5th Floor, Advant Navis IT Business Park Plot-7, Sector-142, Expressway Noida, Noida-201305, UP, India Phone : +91 (0) 0120- 678480/ 6748477, Fax: +91 (0) 0120 – 6748581. e-mail : gaurav.agarwal@bhel.in / anujkumar@bhel.in 1.9 Price bid (Part-II) should not contain any additional information / description other than given in "Un-Priced Bid" submitted with "Techno-commercial Bid (Part-I)" except prices, otherwise bid is liable for rejection. 1.10 Price Bid submitted along with the bid shall remain valid up to validity of offer. Any discount / revised offer submitted by the bidder on its own shall be accepted provided it is received before the due date and time of offer submission (i.e. Part-I Bid). The discount shall be applied on pro-rata basis to all items including optional items, if any, unless specified otherwise by the bidder. Discount offered shall be valid for full duration of validity of the offer including extension of validity, if any. Unsolicited Supplementary / Revised Price Bid submitted after the due date and time of offer submission (i.e. Part-I Bid), during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail suitable action against such bidder by BHEL. 1.11 The consultants / firm (and any of its affiliates) shall not be eligible to participate against tender enquiry for the related goods or works or services for the same project, if they were engaged by BHEL-TBG for the consultancy services. 1.12 In case any Foreign OEM / Foreign Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the

S.N	BHEL's Commercial terms & conditions
	manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and the agent, bid received from the agent shall be ignored. 1.13 Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :- a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. d) If there is such discrepancy in an offer as mentioned in (a), (b) & (c) above, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored. 1.14 In case the scope of the successful bidder / supplier against this tender enquiry includes Erection, Testing and Commissioning (ETC) of the equipment / material at site in addition to Supply, Purchase Order shall be placed for Supply Portion and Contract shall be separately awarded for ETC at Site Portion. General Terms and Conditions for Tender Enquiry / Contract mentioned herein shall be applicable for both Supply & ETC at Site. Additional Terms and Conditions for Tender Enquiry / Contract for Erection, Testing and Commissioning at Site "BHEL/TBG/GTC-ETC/2016" shall be applicable for ETC at Site only which is to be read in conjunction with General Terms and Conditions for Tender Enquiry / Contract mentioned herein. However, any breach of either the Purchase Order or the Contract shall be deemed to be breach of the other. 1.15 GST is payable extra as per Clause No. 2.3 in NIT, if not specified/quoted clearly as extra shall be considered as included in Ex-works Price and therefore shall not be reimbursed. Taxes and duties not payable extra as per NIT shall be deemed to be included in Ex-works Price. 1.16 If the rates for GST in respect of the quoted materials and / or services assumed by the Supplier are less than the tariff prevailing at the time of tendering, Supplier will be responsible for such under quotations. However if the rates assumed are higher than the correct rates prevailing at the time tendering, the difference will be to the credit of BHEL.
2.	PRICES:- 2.1 Prices shall be on PVC basis for Item Nos Sr No A1(i.e Transformer) & Sr No A2 (i.e Transformer Oil) of BOQ as per latest IEEMA Formula (Annexure-4). However, for purpose of PV calculation as per formula, date of tendering shall be taken as 01.10.2017. Further, for purpose of PV calculation, in case deemed export benefit availed by vendor, then PV formula as per Annexure-4A shall be applicable and in case deemed export benefits are not availed by vendor, then PV formula as per Annexure-4B shall be applicable. Prices shall be FIRM for all items except item Sr No A1 AND Sr No A2.

S.N	BHEL's Commercial terms & conditions
	2.2 Price Breakup :The breakup of prices shall be as mentioned in the schedule of price format with due consideration of instructions below as applicable: A1 SUPPLY (Indigenous bidder)(All charges in INR): - Ex-Works (including packing & forwarding charges). - Freight & Insurance: Freight and Insurance for door delivery up to destination / site / store is to be quoted separately. - GST rates: as applicable on all items are to be mentioned separately in percentage in both un-priced bid and priced bid. A2 SUPPLY (Foreign Bidder) a FOB (port of loading) : including sea worthy packing & forwarding charges. b Marine Freight & Insurance :From Load Port to discharge port either CHENNAI PORT OF INDIA OR MUMBAI PORT OF INDIA (freight & insurance to be quoted separately) c Inland Freight & Insurance: Freight and insurance (inclusive of all applicable taxes and duties) from Port to site is in bidders scope and must be quoted from works to project site/store. Insurance from discharge port to site including storage insurance (at BHEL site) as per standard marine policy (freight & insurance to be quoted separately). d GST on Inland Freight & Insurance: GST rates as applicable on all items are to be mentioned separately in percentage in both un-priced bid and priced bid. e Custom duty: Delivery duty unpaid (DDU) at site. Refer clause 2.3. For custom duty payment, exemption certificate / custom duty (if any) will be provided/paid by BHEL. Such custom duty (if any) shall be loaded for offer evaluation and shall be informed to all qualified bidders before price bid opening. All other formalities needs to be ensured by bidder. f GST on Imports in India: will be paid by BHEL. All formalities for this needs to be ensured by bidder. B Type Test charges: If asked in Technical Specification is to be quoted separately for each test. Note: - In case training/ Type Test is conducted outside India, all taxes and duties outside INDIA shall be in scope of bidder and deemed to be included in their quoted prices. C Charges for Supervision of Erection, Testing & Commissioning (ETC) at site: If asked in the technical specification / NIT, it is to be quoted separately. D Charges for Testing & Commissioning at Site: If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties. E Charges for Erection, Testing & Commissioning at Site: If asked in the technical specification / NIT, it is to be quoted separately. F Charges For unloading/other services : If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties. Note: - For requirement of rendering services as per purchase order/contract, supplier has to arrange deputation at site on required date. Intimation by BHEL shall be given 15 days in advance. For any delay in deputation by supplier on required date, Clause 13 shall be applicable. 2.3 Taxes and duties: This project is a Non-Mega and Deemed Export benefits are applicable. Further, Taxes and duties applicable are as under- GST rates for sr no (A) to (F) is to be mentioned separately in percentage in both unpriced bid and price bid. Note- Prices in respect of Sr No (A) to Sr No (F) of Clause 2.2 above are to be quoted inclusive of all taxes & Duties, charges. Levies, royalty etc. if any, excluding GST.

S.N	BHEL's Commercial terms & conditions
	ii) Custom Duty: Deemed Export benefit available. For availing custom duty exemption- Single project authority certificate (and its subsequent amendments) wherein the name of contractors/sub-contractors will be mentioned, shall be issued by POWERGRID. Based on such PAC, vendor has to take requisite certificate/license/document from concerned agency/authority to avail custom duty exemption. The total amount of import content by BHEL's subcontractors shall not exceed to INR 193749000/- . Bidder to indicate import content (yes/No) in unpriced bid. Amount of import content to be mentioned in price bid only. Note- In case, bidder do not indicate/highlight- 'Yes' or 'No' option in un-priced bid, then it shall be considered as 'Nil' import content. 2.5 Delivery requirement: As per clause-12 of GTC. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery plan in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s). Important instruction to bidder for "Supplies": a. Order shall be awarded on For destination (BHEL site/store) irrespective of foreign bidder or indigenous bidder b. Bidder should indicate taxes & duties strictly in BHEL's un-priced format. Use of any other format is not acceptable to BHEL & offer shall be liable for rejection. c. In case of Foreign Bidder, Marine Freight & Insurance , Inland Freight and insurance charges and all associated charges and duties shall also be in scope of bidder till delivery of goods at site d. In case of Indigenous Bidder, Inland freight and insurance charges, all other associated Charges, taxes & duties involved till delivery of goods at BHEL site, shall also be in scope of bidder. e. Offers not submitted in prescribed BHEL Format are liable for rejection. f. Loading value, if applicable, shall be intimated to qualified bidders. g. Bidder to fill tentative packing details in BHEL format only as per ANNEXURE-A. h. Bidder may use multi modal transportation for safe delivery up to BHEL site /store. i. Unloading (at BHEL site/store) is also in the scope of bidder and all necessary arrangements shall be made by bidder for unloading. Bidder to ensure availability of their authorised person at site during unloading at site. j. Supplier has to submit invoice(s) as per PO or approved billing break-up of prices. k. Supplier has to ensure commencement of transit insurance from the date not later than LR / GR /BL date. l. In case GST is applicable, supplier has to submit GST Compliant Tax Invoice(s) irrespective of any GST benefit / input credit available to BHEL. m. Supplier has to submit proof of GST deposited / paid to authority along with copy of GST registration certificate as per INDIAN laws. Further bidder has to submit copy of PAN card. n. Supplier has to submit PBG as per BHEL format. o. In case Supervision of Erection, Testing & Commissioning (ETC) at Site or Testing & Commissioning at Site or Erection, Testing & Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms & conditions of NIT, if any. p. Prices quoted by Indian bidder shall be in INR only. Foreign bidder to indicate currency in their un-priced and price bid.

S.N	BHEL's Commercial terms & conditions
3	TERMS OF PAYMENT : 3.1 <u>Supply:</u> I. A) In case of Indian bidder- 90% of Total Invoice value (Ex Works+Taxes+F&I) within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : - LR / GR duly endorsed by BHEL Site Official. - Material Receipt Certificate issued by BHEL Site Official. - GST Compliant Tax invoice - Delivery Challan or Packing list (case wise). - Copy of Transit Insurance Certificate from underwriters. - Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management - Guarantee Certificate - Copy of Performance Bank Guarantee (PBG) - Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. - One copy of Erection and operation & maintenance manual (one time with first invoice) - Joint verification reports as per packing list by BHEL site and bidder's authorised representative. B) In case of foreign bidder: 90% of Total Invoice value (FOB+ Marine Freight & Insurance+ Inland Freight & Insurance) within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows: - LR / GR duly endorsed by BHEL Site Official. - Material Receipt Certificate issued by BHEL Site Official. - Invoice. - Bill of Lading. - Delivery Challan (If applicable) or Packing list (case wise). - Certificate of Origin. - Transit insurance certificate from under writers or copy of intimation of Transit Insurance duly endorsed by under writers (if applicable). - MICC (Material inspection clearance certificate) given by BHEL. - Guarantee Certificate. - Performance Bank Guarantee copy. - Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. - One copy of Erection and operation & maintenance manual (one time with first invoice) – - Valid Phytosanitary certificate - Joint verification reports as per packing list by BHEL site and bidder's authorised representative. II. 10% of Total Invoice value(Ex Works+Taxes+ F &I- In case of Indian bidder / FOB+ Marine Freight & Insurance+ Inland Freight & Insurance- in case of foreign bidder) within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : _Certificate of Successful completion of Supervision of Erection , Testing & Commissioning at site or Certificate of successful completion of testing and commissioning at site.

S.N	BHEL's Commercial terms & conditions
	- Certificate of completion of Final Documentation as per Purchase Order/Technical specification issued by BHEL Engineering Management. Note: - (a) In case of conduction of commissioning test at site delayed beyond 12 months from the date of supply for the reasons not attributable to supplier, supplier may claim this payment (10% payment of supply) by furnishing following documents: (1) GST Compliant Tax Invoice (2) Certificate issued jointly by BHEL site incharge and BHEL TBCM Project manager confirming that delay in conducting commissioning test is not attributable to supplier (to be arranged by BHEL TBG). (3) Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of three months. In case commissioning test (at site) is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till successful completion of commissioning test (at site) and submission of final Engineering Document certified by BHEL Engineering Group <u>B. Terms of payment for Type test charges: (If applicable)</u> 100% payment along with GST within 60 days from the date of receipt of complete GST Compliant Tax invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&I is in scope of supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management.. <u>C. For Charges for Supervision of Erection, Testing & Commissioning at Site:</u> 100% of service value payment along with full GST after completion of commissioning test (at BHEL site) within 60 days from the date of receipt of GST compliant Tax invoice. Documents (original + 2 copies) will be required for payment. - GST Compliant Tax Invoice - Certificate of successful completion of supervision of erection/testing/commissioning in c site issued by BHEL site official /construction manager(in three sets i.e One Original +2 copies). Note: Certificate of completion of commission test should mention nos of transformers against total nos of transformers and invoice shall be processed for completed nos of transformers on prorata basis without any reference to BOQ for service portion as per contract. <u>D. For Charges of unloading / other services (If applicable):</u> 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of completion of services issued by BHEL site management in 3 sets (original + 2 copies). Notes for Payment Terms: i. Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT). ii. In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable. iii. Supplier has to ensure commencement of transit insurance not later than LR/GR date.

S.N	BHEL's Commercial terms & conditions
	iv. Supplier has to submit Tax Invoice(s). Supplier should ensure that tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit. v. MSME Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME. vi. Supplier has to submit PBG (as per BHEL format) & Guarantee Certificate as per PO terms. vii. In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.1(b) above to be deemed fit by BHEL subject to a minimum of 10% of the total exworks/ FOB value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official. viii. Payment of GST component shall be made only if vendor has deposited the tax and credit for the same is reflected in GST Network. In case credit of same is not reflected in GST, vendor may alternatively furnish BG of GST amount for a period valid for not less than one month .In case of disallowance of credit/non reflection of credit in GSTN, amount will be recovered from supplier along with applicable interest ,penalty etc from him. ix. If GST payable by BHEL on reverse charge Mechanism basis, vendor should ensure submission of GST compliant tax Invoice immediately on despatch/performing the service .In case of non-compliance , any additional charges towards interest/penalty etc will be to vendors's account x. TDS under GST Act, Income Tax Act etc, if applicable shall be deducted unless exemption certificate, if applicable from the appropriate authority is furnished to BHEL along with Invoice .
4.	INTEREST LIABILITY: In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi judicial authority between BHEL and the Supplier / Contractor.
5.	Guarantee/Defect Liability : The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 60 (sixty) months from the date of taking over (ie 15.06.18) by end customer or 60 months from the date of delivery at site, whichever is later. For the purpose of this clause, the measurable defects as per technical specification shall also be considered. Note A :-If the facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the defect liability period of the facilities or such part, as the case may be, shall be extended to above mentioned period by a period equal to the period during which the facilities or such part cannot be used by the customer because of any of the aforesaid reasons. Note B : Upon correction of the defects by repair/replacement, such repair/replacement shall have the Defect Liability Period of said equipment (Auto Transformer), extended by a period of 2 years from the time of such repair/replacement of said equipment (Auto Transformer) to rectify the defect, or upto the expiry of Defect Liability period mentioned above.

S.N	BHEL's Commercial terms & conditions
	The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc. In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor. Note :) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications. If it becomes necessary for the supplier to replace or renew/rectify any defective portion of the plant/defective work executed under this clause, the provision of these clause shall be apply to the portions of the plant so replaced or renewed/rectified.
6.	LATENT DEFECT : At the end of defect liability period (as per clause 5 above), the vendor's liability ceases except for latent defects. The vendor's liability for latent defects warranty shall be limited to period of five (5) years from the end of defect liability period. For the purpose of this clause, the latent defects shall be defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the defect liability period defined above, but later.
7.	PERFORMANCE BANK GUARANTEE : Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with follows :- PBG for 10% of the total PO value, (and any subsequent amendments thereof) valid for 60 months from the date of taking over (ie 15.06.18) by end customer or 60 months from the date of delivery at site, whichever is later, with claim period of 3 months over and above. Total PO value at the time of placement of PO shall be considered for calculation of the PBG amount. PBG needs to be extended as per "note A and note B" of clause 5 above, if required. In case of extension of BG Period is required, bidder to ensure extension of PBG, six (6) months before expiry of the submitted BG. Note : i) The Bank Guarantee shall be from any bank as per Annexure - B for List of Banks (32 Nos.). ii) Extension of validity of the PBG in original, as per above clause, should be sent by issuing Bank directly to SDGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the PBG.

S.N	BHEL's Commercial terms & conditions
	iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted. iv) In case of non-submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor. vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order.
8	SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL : Supplier shall submit the master document list within 7 days from date of Purchase Order / Contract, unless otherwise specified in the NIT, with planned dates for submission which shall be in line with activity schedule as per Purchase Order / Contract and shall be finalized with BHEL Engineering Management. Date of first submission of drawings / documents shall be certified by BHEL Engineering Management after the receipt of applicable drawings / documents (e.g. project specific cover sheet, GTP, OGA drawings, schemes, type test reports etc.) by BHEL. During detailed engineering stage, necessary hard copies of the engineering drawings / documents shall also be submitted by the supplier as per the Purchase Order / Contract requirement. The supplier shall also submit the packing drawings as per technical specifications. In case item(s) offered require any interface details of other item (not in the scope of supplier & required for operating the equipment), the supplier has to submit interfaces schedule along with submission of engineering drawings / documents. It shall be responsibility of the supplier to get the details of the interfaced item from BHEL before manufacturing to avoid any mismatch at site.
9.	FINAL ENGINEERING DOCUMENTATION: Final documentation as called for in the specification shall be submitted within three (03) months from the date of successful completion of commission test of all transformers. In case of default, the Performance BG is liable for encashment.
10.	INSPECTION : BHEL/ customer/ third party shall inspect equipment/ material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL. Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days. Supplier to ensure submission of all routine / acceptance test reports, inspection reports and all other documents related to inspection, immediately to BHEL. BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.
11.	DESPATCH INTIMATION: Despatch documents to be immediately sent to BHEL on despatch are as follows :- • Copy of Invoice • Copy of LR /GR • suppliers • Copy of Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters • Copy of Guarantee Certificate

S.N	BHEL's Commercial terms & conditions
12.	DELIVERY PERIOD:
	Vendor to ensure Supply for one transformer (along with commissioning spares) within 05 (Five) months from the date of manufacturing clearance and for remaining transformers within 08 (Eight) months from the date of manufacturing clearance from BHEL. However, drg/doc shall be submitted within 15 days from the date of PO and every revised submission incorporating comments within 10 days from the date of comments. In case there are delays of submission /resubmission of drawing /documents as per above schedule, that much days would be reduced from deliver period. Mandatory spares are to be delivered along with the last consignment of main supply with in the contractual delivery period. Note: Date of receipt of material at site, shall be considered as delivery date.
13.	LIQUIDATED DAMAGES FOR DELAYED DELIVERY AND FOR DELAYED SERVICES: In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value (incl. taxes, duties, freight & insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value (incl. taxes, duties, freight & insurance as applicable) , shall be deducted as Liquidated Damages (LD) along with applicable GST(if any) on LD However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total Purchase Order value (incl. taxes, duties, freight & insurance as applicable) of delayed lot per week of delay or part thereof subject to maximum of 10% of the total Purchase Order value(incl. taxes, duties, freight & insurance as applicable) shall be deducted as Liquidated Damages) LD) along with applicable GST (if any) on LD Notes : i) In case of any amendment / revision, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable. ii) Date of receipt of material at site, shall be considered as delivery date and same shall be treated for levying LD as above. iii) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.
14.	VALIDITY : The offer shall be valid for 150 days from the due date of techno commercial bid opening of tender. 150 days shall be considered from extended date, if any.
15.	ACCEPTANCE / REJECTION OF TENDER : BHEL reserve the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserve right to vary the quantities as mentioned in the NIT. Acceptance of offer is subject to vendor approval by customer before opening of price bid. BHEL shall not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of order / contract. BHEL may however recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the seller / contractor concerned. If the tenderer deliberately gives wrong information, BHEL reserves the right to reject such an offer at any stage or cancel the order / contract, if awarded, and forfeit the security deposit and bank guarantee.

S.N	BHEL's Commercial terms & conditions
16	DEVIATION : The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.
17.	TENDER EVALUATION : Comparative statement shall be prepared and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity indicated in NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input.Credit available to BHEL shall be reduced from prices while determining L1 status. In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) 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 for tender evaluation Note: 1. The unit prices of addition/ deletion and type test charges (if applicable), as mentioned in BOQ of section-1 of technical specification shall be considered for evaluation. 2. Loading in respect of other deviation against BHEL NIT terms and condition, bidder to refer clause no: 18, shall be considered for evaluation also. 3. Any conditional discount shall not be considered for evaluation. 4. In case due date has been extended, date of opening of submitted offer shall be considered for purpose of evaluation.
18.	LOADING CRITERIA : List of permissible deviations & loading criteria thereof are as follows :- a) Payment Terms Base rate of SBI (as applicable on the date of bid opening / techno-commercial opening bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidder(s) against terms of payment in the NIT. b) Liquidated Damages (LD) for Delayed Delivery Loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value). c) Loading shall also be applicable as per clause 2.k. Additional deviations (if considered acceptable by BHEL) & the loading criteria shall be communicated to all the qualified bidders before price bid opening.
19	ARBITRATION: In the event of any dispute emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the person appointed by the competent authority of BHEL. Subject to aforesaid, the provisions of "The Arbitration and Conciliation Act, 1996" and the rules made thereunder as amended from time to time in India shall apply to the arbitration proceedings. The venue of arbitration shall be in New Delhi. Further there shall be no claim for any pre-reference or pendente-lite interest on the claims and any claim for such interest made shall be void. However, in case of contract with Public Sector Enterprise / Undertaking (PSE/PSU) or Govt. Dept., the extant guidelines of Govt. of India shall be followed.

S.N	BHEL's Commercial terms & conditions
20	LEGAL SETTLEMENT: Indian Courts at New Delhi / Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.
21.	SUBCONTRACTING : In case further subcontracting of BHEL Purchase Order / Contract or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the Supplier / Contractor of the responsibility of fulfilling BHEL Purchase Order / Contract requirements. In case of subcontracting of Purchase Order / Contract awarded by BHEL or part thereof without such permission, BHEL reserve the right to cancel the Purchase Order / Contract and source such material / component / equipment / system from any other agency at the risk and cost of the Supplier / Contractor. If Supplier / Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless BHEL is satisfied that legal representative of individual Supplier / Contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the Purchase Order / Contract, BHEL shall be entitled to cancel the Purchase Order / Contract as to its incomplete portion and without being in any way liable to payment of any compensation to legal representative of Supplier / Contractor and / or to surviving partners of Supplier's / Contractor's firm on account of cancellation of the Purchase Order / Contract. Decision of BHEL that legal representatives of deceased Supplier / Contractor or surviving partners of the Supplier's / Contractor's firm cannot carry out and complete the Purchase Order / Contract shall be final and binding on the parties hereto. Terms and Conditions shall not get affected in case of de-merger / amalgamation /taking-over / re-constitution etc.
22.	RISK PURCHASE: In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause. Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier / Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 15% of the total ex-works value of new PO as overheads.

S.N	BHEL's Commercial terms & conditions
	The Supplier / Contractor shall on no account be entitled to any gain on such risk & cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 15% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.
23.	ADJUSTMENT OF RECOVERY: Any amount payable to contractor under this contract shall be liable to be adjusted against any amount payable to the contractor 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.
24.	FORCE MAJEURE CONDITION: If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of Supplier / Contractor the deliveries / services are delayed, Supplier / Contractor shall not be held responsible. If at any time during the continuance of the Purchase Order / Contract, the performance in whole or in part by either party of any obligations under the Purchase Order / Contract is prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs or acts of God (hereinafter referred to as "event"), which are not in control of Supplier / Contractor or BHEL, then provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Purchase Order / Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Purchase Order / Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto. In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event. Notwithstanding above provisions, BHEL shall reserve the right to cancel the Purchase Order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.
25	MANUFACTURING QUALITY PLAN (MQP) : Supplier to submit approved and valid MQP/ TTP/FAT in line with requirement of PGCIL.
26	SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM : BHEL reserve the right for evaluation of Supplier Performance Rating as per Supplier Performance Monitoring and Rating System of BHEL for necessary action. Details are available at BHEL Website www.bhel.com for reference.
27	DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL : Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com for reference.

S.N	BHEL's Commercial terms & conditions
28	ORDER OF PRECEDENCE : The order of precedence shall be as follows :- a) Special Terms & Conditions (STC) for Tender Enquiry / Contract, if any b) General Terms & Conditions (GTC) for Tender Enquiry / Contract & Additional General Terms & Conditions (GTC) for Tender Enquiry / Contract for Erection, Testing & Commissioning (ETC) at Site, if applicable. Provisions in (a) above shall prevail over (b). In case of conflict, between Technical Specifications and STC / GTC, bidder to seek necessary clarifications from BHEL concerned official as specified in NIT.
29.	PACKING : Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards. Different types of spares i.e. start-up / commissioning spares and initial spares (mandatory spares and recommended O&M spares) are to be packed separately. Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :- a) Case / Packing size (as applicable). b) Gross weight and net weight of each package. c) Detailed contents of the package with quantity of each item separately. Project, Item / Package Description, BHEL's PO No. with date & Case / Packing Mark should also be clearly mentioned on the Case / Packing and Packing List for identification. Also, Packing List must be duly signed & should include respective Invoice No. & LR No. Note : Foreign suppliers to furnish details (with the offer itself), as follows :- i) No. of Packages ii) Size with Weight (Gross & Net) of each Package iii) No. of Containers with type & size iv) Type of Cargo (Break Bulk / LCL / FCL) v) Customs Tariff No.
30	COLOUR CODING : Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc. Tags should be of the colour as follows :- a) Main equipment : Yellow or White tag b) Start-up / Commissioning spares : Blue tag Packing instruction for Mandatory spares: a) All boxes/containers are to be distinctly marked in Red colour with boldly written 'S' mark on each face of the containers/ secure boxes as indication of items to be handed over to directly to customer.

S.N	BHEL's Commercial terms & conditions
	b) Unless technically not feasible BBU number should be put out on the item (s) in a durable manner (punching /painting, etc), so that item can be easily linked with approved BBU for ease of handing over to customer. c) Expiry date for short shelf life items (Oil, chemicals, insulation material etc) should be put on the item as well as on packing box, to extent feasible.
31	MICRO, SMALL & MEDIUM ENTERPRISES (MSME) : MSMED Act 2006 as amended from time to time & extant regulations of Govt. of India for MSME will be applicable. Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer / bid, attested copies of either Acknowledgement of Entrepreneur Memorandum Part-II (EM-II certificate) having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (As per BHEL format where deemed validity of EM-II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of opening (for Techno-commercial Bid : Part-I in case of two part bid). Non-submission of such documents 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 (in original) by a Gazetted officer. Copy of Udyog Aadhaar Memorandum with Acknowledgement of Ministry of Micro, Small & Medium Enterprises should also be furnished.
32	BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS : If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause etc or performs any act considered objectionable as per extant guidelines, action may be taken against such bidders/supplier/contractor as per extant "Guidelines for Suspension of Business Dealings with Suppliers/Contractors". Abridged version of same is available at BHEL website (www.bhel.com) on "Supplier Registration" Page.
33.	REVERSE AUCTIONING: BHEL reserve the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder or price bid submitted by the bidder through e-procurement system. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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. In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid in the Reverse Auction. Non-submission of "online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

S.N	BHEL's Commercial terms & conditions
	General Terms and Conditions of RA are available at Annexure - 1. Business Rules for RA shall be sent to the bidders before conducting RA. Abridged Version of "Common Guidelines for Conducting Reverse Auction" may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page & "Tender Notifications" Page. Note- If RA will be done by BHEL, then same shall be conducted around 11 noon IST.
34	INTEGRITY PACT : Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection. (a) IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitor (IEMs) have been appointed to oversee implementation of IP in BHEL The IP as enclosed with the tender is to be submitted (duly signed by authorised signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Details of IEM for this tender is furnished below Name Mrs. Pravin Tripathi, IA & AS (Retd.) Address- D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi- 110068 Email : pravin.tripathi@gmail.com (b) Please refer section -8 of the IP for Role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. No routine correspondence shall be address to the IEM (Phone/post/email) regarding the clarification, time extensions or any other administrative queries, etc on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.
35	TERMINATION OF CONTRACT : BHEL shall have the right to cancel the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL. BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier's / Contractor' compensation claim shall be settled mutually. In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing & Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.
36	SHELF LIFE : Supplier has to inform the list of the items / sub-items which have limited shelf life like consumables or those required for the first fill and shall indicate the corresponding shelf life period in the offer. Such items / sub-items shall be manufactured / despatched only after getting formal clearance from BHEL.

S.N	BHEL's Commercial terms & conditions
37	LIMITATION OF LIABILITY : Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts, a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.
38	SHORTAGES / DAMAGES : a) Against Supply only or Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site or Supply where Testing & Commissioning at Site is in scope of the supplier : Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier. b) Against Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier : Any shortages and / or damages in supplies and during handling / storage, erection, testing and commissioning at site shall be supplied / replenished free of cost by the Supplier / Contractor, as early as possible, to meet the contractual completion time / schedule. Note : There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies
39	VARIATION OF CONTRACT VALUE / QUANTITY VARIATION : BHEL shall have the right to variation in quantities of items within $\pm 35\%$ of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on "Lumpsum" basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.
40	STATUTORY VARIATION : GST rates prevailing at the time of dispatch of goods/ completion of services shall be payable by BHEL. All other taxes, duties, charges, royalty, cess, other levies shall be deemed to be included in the Ex Works Prices /Charges quoted by bidders and no variations shall be payable in respect thereof. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the BHEL.

S.N	BHEL's Commercial terms & conditions
	Notwithstanding anything above, where the actual completion of the supply /services occurs beyond the period stipulated in the Purchase Order / Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Supplier / Contractor alone shall bear the impact for the upward revisions and for downward revisions BHEL shall be given the benefit of reduction in applicable taxes /GST. This will be without prejudice to the levy of liquidated damages for delay in delivery / completion. If new tax is introduced by Central/State Govt/Municipality becomes directly applicable on items specified in Bill of Quantities/Purchase Order/Contract, full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities. However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.
41	MODE OF PAYMENT: All above payment shall be made through 'Letter of Credit' or 'through NEFT / RTGS. In case bidder insists for LC, all bank charges (in both countries/bank) are on beneficiary account. Period of presentation of LC compliance documents, is 7 to 10 working days from the date of receipt of material at site or invoice, whichever is later. Payment shall be made on 60th day from the date of submission of LC compliance documents at Indian counter/bank or next working day.
42	CONFIDENTIALITY : Supplier / Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents etc. belonging to BHEL and also of systems, procedures, reports, input documents, manuals, results and any other BHEL documents discussed and / or finalized during the course of execution of Purchase Order / Contract.
43	INDEMNIFICATION : The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs and expenses and any other claim of whatsoever nature in respect of the death or injury of any person or loss of or damage to any property arising during the course and out of the execution of the Purchase Order / Contract.
44	COMPLIANCE OF STATUTORY REQUIREMENTS : The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Purchase Order / Contract and having in force and applicable to the Purchase Order / Contract and nothing shall be done by the Supplier / Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof. The Supplier / Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Purchase Order / Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Supplier / Contractor either from moneys due to him or otherwise as deemed fit.
45	ACCEPTANCE OF ORDER : Supplier should acknowledge and accept the Letter of Award / Purchase Order issued by BHEL within 7 days of the issue of Letter of Award / Purchase Order. In case of any discrepancy / typographical error in issue of Purchase Order / Contract, the agreed terms & conditions, scope of work, rates / prices for placement of PO / award of contract shall

S.N	BHEL's Commercial terms & conditions
	be applicable and BHEL reserves the right to issue amendment(s) to PO / Contract for correction of discrepancies / typographical errors in the PO / Contract at a later date.
46	FRAUD PREVENTION POLICY : The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
47.	DEMURRAGE/WHARFAGE: For the reasons of delay in receipt of dispatch documents from vendors or due to the same being found to be incomplete, and/or faulty, the vendors shall be responsible to reimburse all demurrages / wharfage, if any, paid by BHEL (for stated reasons).
48.	Health, Safety and Environment(HSE) of BHEL: BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.
49.	Indemnity (Against Patents / Trademarks etc) : The vendor shall at all times indemnify the purchaser against all claims which may be made in respect of supply from any "rights protected" source protected by way of patent registration of design or trade mark. In the event of any claim in respect of an alleged breach of patents registered design or trademark being made against the purchaser, purchaser shall notify the seller of the same and the seller shall be at liberty, but entirely at their own expenses, to conduct negotiation for settlement or deal with any litigation that may arise there from.
50.	Involvement of representative: - <i>Bidder must be manufacturer.</i> Purchase Orders will be placed on successful bidder directly for total supplies and services subject to prior approval by BHEL/end Customer. However in case of foreign bidders, engagement of their foreign counterpart/ Indian representative may be permitted for execution of Services Portion (for services in INDIA only) subject to prior approval by BHEL/end Customer. - In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can submit bid but both cannot submit bid simultaneously for the same item/product in the same tender. - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. Note: Bidder to refer <i>Annexure-3</i> for Indian agent for services in INDIA on behalf of Principal/OEM.
51.	Vendor approval from customer: Price bid of only those bidders shall be opened, which would be approved by end customer / BHEL for supply and services portion.
52.	Additional /Extra item required at site due to damage reported at site/ theft for completion of project: In case of additional requirement of any item specified in BOQ, whether due to damages / theft or any other reason, during contract (i.e. till expiry of contract i.e end of guarantee period), contractor shall ensure supply of same at unit Price mentioned in purchase order main BOQ (supply and service portion) or BOQ for addition /deletion.

S.N	BHEL's Commercial terms & conditions
53.	Extra /Additional items of work: Rate of any extra or additional items, which are not incorporated in the BOQ schedule, shall be decided as per the following: 1. The contractor, on receipt of drawing from BHEL, shall inform BHEL (within 15 days) the rate of items / works for carrying out the extra/ additional work. This shall be supported with analysis of rates including prevailing market rates. 2. If the items are not covered under purchase order, the rates have to be agreed upon mainly on the basis of: A. Rate of similar items available in purchase order. B. Prevailing market rates. Supplier shall furnish all supporting documents as required by BHEL. Decision of BHEL in such cases shall be final and binding on the contractor. 3. Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates for any item/ work & claim for any compensation on that account will not be entertained. 4. BHEL reserves the right to carry out such extra/additional work through any other contractor or in any manner as deemed fit. However the guarantee of equipment/ contract will not effect for this activity.
54.	ANTI PROFITEERING: Bidder to provide the Anti-profiteering certificate under Sec 171 of the GST Act; "that the benefit of reduction in rate of tax and/or from input tax credit has been duly passed on to BHEL by way of commensurate reduction in prices.

Note: BHEL reserves the right to cancel this enquiry at any point of time. Bids of only customer approved vendors will be processed.

(Signature and Seal of Bidder)

Enclosed the following format:

- *Check List.*
- *Annexure-1 for RA (Reverse Auction).*
- *Annexure-2 for PQR (Pre qualification criteria).*
- *Un-priced bid format of BHEL.*
- *Priced bid format of BHEL.*
- *Annexure-3 for Indian agent.*
- *Annexure-4 for IEEMA PVC Formula*
- *Annexure-A: Tentative package details.*
- *Annexure-B: Performance BG format of BHEL and list of bank.*
- *Annexure-D: Deviation sheets for commercial and technical.*
- *Format of MRC (Material receipt Certificate)*
- *Format of BHEL's inspection call.*
- *Integrity pact of BHEL.*
- *Health, safety and environment policy of BHEL.*