**Attachment to Enquiry No. -T7B1S29983 & NIT_47983 ( SUPPLY OF DELUGE VALVE LOCAL CONTROL PANEL FOR 2 X 660MW STPP BIFPCL-MAITREE PROJECT BANGLADESH)**

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:** | | |
| | Scope of Supply and Services as detailed in the enquiry. Relevant enclosures/ supporting documents / catalogue, if any shall be enclosed to the technical offer. | | NON DEVIATABLE |
| 2 | **GENERAL INSTRUCTIONS:** | | |
| A. | The offer including annexures and brouchers 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 | | NON DEVIATABLE |
| 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 | BHEL reserves the right to decide the tender through Reverse Auction (RA) route. Bidders are requested to go through RA guideines (which are attached) and confirm acceptance of the same. Otherwise the offer is liable for rejection. BHEL will decide (after technical bid opening), at its discretion, to process the tender through Reverse Auction or by opening price bids. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunityto reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them. | | 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 repressentative / 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 epresentative /agent, the name of representative/agent should be mentioned additionally apart from supplier name. | | NON DEVIATABLE |
| G | Tenders are invited through electronic mode from eligible suppliers.<br>The offers shall be posted into the system before the date and time specified. . Bids shall be submitted through e-Procurement portal, https://bhel.abcprocure.com<br>Of M/s. ETPL Services Limited who are our solution provider.<br>(Bidders are requested to visit website to view corrigendum/ extension/ modification to NIT before submitting offer). | | NON DEVIATABLE |
| H | 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:** | | |

**Signature of Vendor with date and seal**

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| A | Two part bid consisting of<br>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<br>AND<br>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 &<br>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<br>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** | | |
| | **Contractor shall deliver the goods on FOR Works including Seaworthy Packing & Forwarding and Freight up to Chennai/Kolkata Sea Port is in bidder's scope.** However Transit Insurance shall be in BHEL Scope.<br>Contractor shall inform the underwriter as appointed / nominated by Purchaser, the details of dispatch under intimation to BHEL details such as LR no and date, Truck number, PO number, Project and Value. | | |
| B | **Imports** | | |
| | The goods shall be delivered on FOB-port of export/FCA or as specified in enquiry. Name of port of export for FOB / FCA delivery shall be indicated against this column. | | |
| 6 | **Documentation:** | | |
| A | **Indigenous Purchase** | | |
| | Seller shall arrange to send to the Purchaser, GST 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** | | |
| | 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 04(Four) months from date of P.O/LOI up to material receipt at Chennai/Kolkata Sea Port, India.**<br>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 |
| 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** | | |

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| | Unless otherwise specified, Vendors offers shall be submitted with the following validity periods:<br>**i)** Original offer shall be valid for 90 days from Part-I opening.<br>**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.<br>**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)** | | |
| | **Taxes & Duties (The provisions of this clause shall supersede all the references to Taxes & Duties subsumed under GST law, anywhere in the tender documents.)** | | |
| **A** | **Indigenous Purchase** | | |
| **i** | GST to be indicated extra | | |
| **ii** | Bidder to indicate HSN & SAC code | | |
| **iii** | Bidder to indicate GSTIN number with supporting document | | |
| **iv** | 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.<br>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.<br>TDS under GST as and when applicable, shall be deducted at prevailing rates. | | |
| **v** | GST as applicable on the LD/Penalty shall also be recoverable in addition to LD/Penalty applicable on delayed supplies. | | |
| **vi** | 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. | | |
| **vii** | **SUPPLY:**<br>Bidders have to issue GST compliant invoices showing:<br>1. BHEL PE&SD R C Puram Hyderabad GSTIN No.36AAACB4146P1ZG under “Details of Receiver (Billed To)<br>2. BHEL’s Customers details (mentioned in SCC/Dispatch Instructions) under “Details of Consignee (Shipped To)<br>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<br>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. | | |
| **viii** | SERVICES (E&C, Supervision of E&C, Civil Works etc.):<br>Bidders have to issue GST compliant invoices showing:<br>BHEL, State of ______________(State in which the project site is located) GSTIN of BHEL in such State (to be obtained by the bidders before raising any invoice) under “Details of Receiver (Billed To)<br>BHEL’s Customers details (mentioned in SCC/Dispatch Instructions) under “Details of Consignee (Shipped To) State in which the project is located, as the “Place of Supply”.<br>The invoices shall be raised within the time limit prescribed under the GST law. In the event of any delay in submission of the invoice to BHEL, 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. | | |
| **ix** | **Taxes deducted at source:**<br>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. | | |

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| x | **PAYMENT OF GST:**<br>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:<br>a) the bidder declaring the invoice in his GSTR-1 and<br>b) Confirmation of payment of GST thereon by bidder on GSTN Portal.<br>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. | | |
| 11 | **Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.** | | |
| A | **Indigenous:**<br>• 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.**<br>• 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.<br>• 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.**<br>• All documents are to be submitted directly to Purchaser and not through bank.<br><br>**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 and Dispatch Instruction (DI) {applicable to every bill}. 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:**<br>**a) The bidder declaring the invoice in his GSTR-1 and**<br>**b) Confirmation of payment of GST thereon by bidder on GSTN Portal.** | | |
| B | Supervision services : 100% charges + Taxes payable on Site Certification. 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 and Dispatch Instruction (DI) {applicable to every bill}. | | NOT APPLICABLE |
| C | **Note:**<br>**1) No advance** payment is acceptable . The offer is lliable to be rejected in case advance payment is insisted.<br>**2)** Wherever **EMD** (Earnest Money Deposit) is applicable, it may be noted that no<br>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.<br>Successful bidder's EMD will be converted to SD (Security Deposit).<br>**3) No interest**, whatsoever, shall be payable by purchaser on any amount due to the vendor. | | NON DEVIATABLE |
| 12 | **LD / Penalty clause:**<br>(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.<br>(b) LD / Penalty is not applicable for service portion. | | |
| 13 | **Guarantee Period :**<br>(Deviation to this clause is not acceptable.) | | NON DEVIATABLE |
| A | Full Guarantee for the performance of the items for a period of 18 months from the date of dispatch or 12 months from the date of commissioning, whichever is earlier, shall be furnished. | | |

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| 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. | | |
| 15 | **Deviated Penalty :** Any loading on penalty clause shall be 10% or to the extent to which it is not agreed to by the vendor. | | |
| 16 | **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. | | |
| 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 |
| 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:**<br>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:**<br>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 |

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| 23 | **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. Inspection charges will be borne by BHEL. **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 or its equivalent certification charges shall be inclusive. TC's shall be submitted to BHEL for review. | | |
| 24 | **If there is any conflict in clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) and General Conditions of Contract (GCC), then clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) supersedes the requirement.** | | NON DEVIATABLE |
| 25 | Bidder to confirm that they have not changed/ modified the tender documents (including corrigendum/addendum, if any) issued by BHEL and in case of such observance at any stage, it shall be treated as null and void. 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 |
| 26 | 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. | | NON DEVIATABLE |

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