

**CHECK-LIST**

		Supplier	BHEL
<b>TECHNICAL BID ENVELOPE</b>			
1	All pages of technical specifications Signed and enclosed		
2	All pages of the “CHECK LIST CUM GENERAL TERMS AND CONDITIONS” signed and enclosed		
3	Previous three years Balance Sheet including Profit and Loss account certified by Chartered Accountant submitted		
4	Third party no patent claim declaration enclosed		
5	List of Manufacturing facility & process as per 2.1 & 5.2 of Technical Spec submitted		
6	Manufacturing capacity as per clause 13 of “CHECK LIST CUM GENERAL TERMS AND CONDITIONS” submitted.		
7	List of Outsourced Processes and control mechanism submitted		
8	Documentary proof as per 2.2 of Technical Spec enclosed. Customer date of techno-commercial bid opening i.e. <b>11.03.2015</b> shall be considered for the same.		
9	Details of manpower, technical qualification and experience (with reference to clause 12 of CHECK LIST CUM GENERAL TERMS AND CONDITIONS) submitted		
10	Present annual capacity with details submitted.		
11	Vendor registration format through online (For supplier not in the corresponding Product Material Directory of BHEL) submitted		
12	Proven performance data as per Cl. 2 of technical specifications of Project submitted.		
13	Quality Plan as per respective technical specification submitted		
14	<b>Proof of supply as per Cl.2 of respective technical specification</b> – <b>Purchase Order</b> – <b>Material receipt/acceptance by customer document</b> – <b>Life achieved certified by the end user.</b> – <b>Coal Analysis certified by the end user.</b>		
15	Instructions to Bidder (ITB, Doc. No. HY: MM: ITB Rev: 03) submitted duly filled all clauses, sealed and signed.		
16	General Conditions of Contract for Purchase (GCC, Doc. No. HY: MM: GCC Rev.00) submitted duly signed and sealed.		
17	Un-priced price bid format (Annexure-IA/IB as applicable) enclosed with technical bid.		
<b>PRICE BID ENVELOPE</b>			
1	Price list with break-ups as in Annexure-IA/IB as applicable.		
<b>REVERSE AUCTION (IF APPLICABLE)</b>			
1	Both grinding roll and bull ring segment will be evaluated based on no. of sets required to meet the specified wear life and evaluated value for both grinding roll and bull ring segment will be aggregated to arrive at overall L1. Multiplication factor for the Reverse Auction will be provided by BHEL before the reverse auction to include all the taxes and duties.		

**Bidder should not make any changes in the Column depicting the required terms and conditions, of this document. Any comments / deviations should be brought out in the remarks column (separate sheet with linked reference may be added if necessary). Any changes, if made, would not only be treated as null but might also attract penal action.**

**CHECK LIST CUM GENERAL TERMS AND CONDITIONS- TWO PART BID SYSTEM  
FOR GRINDING ELEMENTS OF BOWL MILLS FOR NTPC SIPAT PROJECT**

NIT No: \_\_\_\_\_ dt. 07.11.2015

Due On: 24.11.2015

Sl. No	BHEL Standard Terms & Conditions	Supplier confirmation	Comments / Remarks
1	<p><b><u>Pre-Bid Tie-up/MOU</u></b></p> <p>a) The purpose of this Tender is to enter into pre-bid Tie-up/MOU to enable BHEL to respond to NTPC Tender for O&amp;M spares for their project at Sipat.</p> <p>b) Within 30 days of signing the MOU, supplier to submit bid bond in the form of bank guarantee or security deposit etc. for 1% of the value of MOU which shall be valid during the validity period of the MOU.</p> <p>c) MOU shall be valid from the date of entering into pre-bid tie up/MOU till the supplies are effected and wear life guarantees are achieved.</p> <p>d) MOU will get converted into Purchase Order on receiving the order from the customer, without going through Tender procedure again. In other words in case of BHEL not being awarded the Tender by customer, BHEL also will not place order against pre-bid Tie up/MOU and in case of BHEL receiving partial order against the Tender from customer, BHEL also will place order for partial quantity on back to back basis.</p> <p>e) In the event of price reduction during negotiation by BHEL with the customer, corresponding reduction will be passed on to the supplier.</p> <p>f) As this is Pre-bid tie-up for NTPC project with tender due date of <b>11.03.2015</b>, no correspondence/clarification regarding tender shall be entertained. BHEL reserves the right to reject the bids submitted incompletely and go ahead with available submitted bids in complete form as on present tender opening date.</p>		

SIGNATURE AND SEAL

PULV/PRE-BID TIE-UP/NTPC SIPAT

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Sl. No	BHEL Standard Terms & Conditions	Supplier confirmation	Comments / Remarks
2.	<p>a) Offer must be submitted in two bid system for the items as per Enquiry in two separate sealed covers :</p> <p>1) 1<sup>st</sup> cover <b>Technical cum Commercial Bid</b>, The techno-commercial bid includes two parts</p> <p>i. Technical bid as per respective technical specifications.</p> <p>ii. Commercial bid and acceptance of terms and conditions as per the current document.</p> <p>iii. Un-priced price bid format duly filled.</p> <p>2) 2nd cover, <b>Price bid</b>. The price bid should only include the prices as per the given format (Annexure-I (A)/ I (B) as applicable by removing the word un-priced). No technical or commercial aspects should be quoted in the price bid. In case any techno-commercial conditions are put in the price bid, the offer will be rejected.</p> <p>b) Each of the envelope should be clearly super-scribed with</p> <p>1) <b>NIT NO</b> : _____</p> <p>2) <b>Due date</b> : <b>24.11.2015</b></p> <p>3) <b>Technical Bid</b> (or <b>Price Bid</b> as applicable)</p> <p>c) The above tender due date mentioned if final. No further extension shall be provided in any case.</p> <p>d) “Un-priced offer (Annexure-IA or Annexure-IB as applicable)” is required to be furnished with the technical bid. The difference between “Un-priced offer” and “priced offer” should be only the prices wherever applicable. All the taxes, duties etc. must be mentioned in the un-priced offer as % of basic price.</p> <p>e) The Technical information enclosed with the tech. bid should not be enclosed in the price bid. Any technical aspect mentioned in the price-bid would be treated as null and void.</p> <p>f) If the combined offers are received in one cover or the price offered are mentioned in the technical bid, the offer would be rejected.</p> <p>g) Offers must reach the following address by post / courier in hard copy within the stipulated due date, at 10:00 hrs. (IST). Sr. Dy. General Manager / CMM / Purchase Co-ordination Vendor Complex, Beside Administrative Building Bharat Heavy Electricals Limited (Heavy Power Equipment Plant) Ramachandrapuram, HYDERABAD-502032, INDIA.</p> <p>h) The offers (especially price bid) sent at any other e-mail recipient address, including the tenderer address will call for summary disqualification.</p> <p>i) Techno-commercial bid will be opened first and after freezing technical &amp; commercial conditions only, the price bid will be opened.</p>		

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3	<p><b>PRICES:</b></p> <p>a) The prices quoted in the price bid/ Finalised in the Reverse Auction are to be firm till the execution of Order.</p> <p>b) No revised Price bids would be accepted after tender due date.</p> <p>c) In case more than one offer is submitted (before the tender due date) the latest offer would be the final.</p> <p><b>A. Indigenous (Optional for Foreign Vendors):</b></p> <p>a) The prices are to be quoted on FOR-Destination basis. The break-up of price shall be as under:-</p> <p>i) FOR Price: The packing &amp; forwarding charges to be included in the FOR price.</p> <p>ii) Excise duty: Extra as applicable on the date of quotation, to be quoted as percentage in the price bid.</p> <p>iii) Sales Tax: CST Extra as applicable (against C-form) on the date of quotation, to be quoted as percentage in the price bid.</p> <p>iv) VAT: Extra as applicable on the date of quotation, to be quoted as percentage in the price bid.</p> <p>v) Freight &amp; Insurance: To be quoted up to destination and included in the price bid.</p> <p><b>B. Foreign Vendors:</b></p> <p>a) The prices are to be quoted FOB basis as per Incoterms 2010.</p> <p>b) The Currency of offer must be US\$ or Euro.</p> <p>c) For bid evaluation purpose, these prices would be converted to FOR prices based on</p> <p>i) Prevailing exchange rate as on the Technical Bid opening date.</p> <p>ii) Import duties as applicable on date of bid opening.</p>		
4	<p><b><u>OFFER VALIDITY</u></b> The offer would be valid for 120 days from the date of the technical bid opening.</p>		
5	<p><b><u>GUARANTEE</u></b> Materials should be guaranteed for a period of 12 months from date of commissioning or 18 months from the date of dispatch whichever is earlier. This guarantee clause is to be read along with the performance guarantee (clause 8 of this document)</p>		
6	<p><b><u>Performance guarantee (As per Technical specifications)</u></b></p>		
7	<p><b><u>DRAWINGS AND SPECIFICATIONS</u></b> Supply should strictly confirm to Customer Drawings and Specifications enclosed. All tests should be carried out as per Drawings, Specifications and Quality Plan. BHEL customer's approved Quality Plan is to be followed wherever applicable. The decision of BHEL shall be fixed and binding on the supplier on all the technical aspects/queries which may arise during the contract with respect to material, workmanship etc. All test certificate, guarantee certificate &amp; Inspection report should be furnished along with supplies (3 sets). Clause-wise confirmation of specification is required.</p>		
8	<p><b><u>INSPECTION:</u></b> BHEL/customer/third party might inspect equipment / material before Dispatch as per PO and Quality Plan conditions. Stage inspection during manufacturing may also be carried out as per Quality plan. Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of at least 7 days.</p>		

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9	<p><b><u>THIRD PARTY CLAIMS</u></b>  The bidder will have to declare that no third party has raised any patent claim against the bidder, which has gone against or is still unresolved, with respect to the product up to the date of the agreement.  Successful bidder must further declare that in case any claims are raised during the validity of the agreement (which would be in force till complete execution of the contract) it would indemnify BHEL of any responsibility towards the claim and would reimburse BHEL for any loss suffered as a result thereof.  It would be the responsibility of the bidder to settle such claims with the third party (claimant). In case it is unable to settle such claims, the bidder shall provide alternate technical solution which it deems reasonable and is acceptable to BHEL pending resolution of any such (alleged) claim.  This new solution would be such that it will not violate such patents and also satisfy the terms and condition of the present contract.</p>		
10	<p><b><u>FINANCIAL SOUNDNESS:</u></b>  As per Cl. 2 of respective technical specifications enclosed.</p>		
11	<p><b><u>FACILITIES</u></b>  As per Cl. 2 of respective technical specifications enclosed.</p>		
12	<p><b><u>INFRASTRUCTURE</u></b>  - As per Cl. 2 of respective technical specifications enclosed.</p>		
13	<p><b><u>CAPACITY</u></b>  As per Cl. 2 of respective technical specifications enclosed.</p>		
14	<p><b><u>SUBCONTRACTING :</u></b>  In case, at a later stage, further subcontracting of BHEL order or part thereof is envisaged, over and above those declared in the bid, the same can be done only after a written permission is obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.</p>		
15	<p><b><u>PAYMENT TERMS:</u></b>  <b>a. <u>Indigenous Suppliers</u></b>  100% payment along with taxes, duties, Freight &amp; Insurance will be made within 90 days from the date of Invoice. However payment would be done only after receipt of original documents, against acceptance vide GR at BHEL stores)  For Small Scale Industries, this period will be 45 days.  The taxes and duties that are reimbursed would be the one applicable as on the scheduled Purchase Order delivery date or the amount actually paid whichever is lesser.  <b>b. <u>FOREIGN VENDORS (Against LC)</u></b>  All banking charges outside India will have to be borne by the supplier.  (i) 100% payment (less Indian Agency Commission, if any) shall be paid against irrevocable Letter of Credit and proof of dispatch documents.  (ii) LC shall be opened only in the name of vendor on whom purchase order is placed.  LC will be opened one month before the scheduled delivery date or on receipt of confirmation from the vendor regarding availability of material whichever is later. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening.</p>		

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16	<p><b><u>INTEREST LIABILITY</u></b> BHEL will stand by its commitment to pay the vendor within the stipulated time period. However, in case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>		
17	<p><b><u>PENALTY</u></b>  <b>a) For Delay in Execution:</b>            LD of ½ % per week or part there of subject to a maximum of 10% of total Purchase Order value.  <b>b) For Performance Shortfall:</b>            Penalty imposed by the customer on BHEL (To be read along with Clauses 7 and 8 of this document),            a. In case of a financial penalty, on pro-rata “back to back” basis would be borne by the supplier.            b. In case the Penalty is in terms of free replacement, whether in part or full, the same would be borne by the supplier.</p>		
18	<p><b><u>TERMS OF DELIVERY:</u></b>  <b>a) For Indigenous Bidders</b>            “FOR BHEL HYDERABAD-502032”.   <b>b) For Overseas Bidders</b>            “FOB” basis as per Incoterms 2010.            Bidders to mention the offered Term including the &lt;Named Place/Port&gt;, which should be Mumbai port.</p>		
19	<p><b><u>DELIVERY PERIOD</u></b></p> <ul style="list-style-type: none"> <li>• Supplier to mention the required lead time for delivery, in weeks from the date of P.O. and the maximum sets per month it can deliver thereafter.</li> <li>• Manufacturing Lead time should be less than 90 days from the placement of the order with additional maximum 30 days for transportation.</li> <li>• The Contractual Delivery date will be as per BHEL Purchase order.</li> <li>• Supplies beyond the stipulated delivery date will attract Penalty Clause.</li> <li>• The Delivery date for this purpose will be taken as:               <ul style="list-style-type: none"> <li>○ In case of FOR BHEL Hyderabad, Date of C-Note.</li> <li>○ For FOB- Bill of Lading date etc.</li> </ul> </li> <li>• If staggered delivery is mentioned in Purchase Order then same shall be adhered to.</li> <li>• Delivery period mentioned in the PO is subject to the following milestone events between BHEL and Supplier.               <ul style="list-style-type: none"> <li>- Required documents eg. Final drawings, Quality Plan will be submitted by Supplier within 2 weeks of PO placement.</li> <li>- Road Permit :                   <ul style="list-style-type: none"> <li>➤If on-line then at least one clear working day after all the required information is provided by the Supplier</li> </ul> </li> </ul> </li> </ul>		

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<b>20</b>	<p><b><u>EVALUATION:</u></b>            Evaluation of offers shall be done on the basis of ‘delivered cost to BHEL’ with respect to the finalized technical scope and commercial conditions.            In case of Reverse Auction being held to decide on the eventual outcome, the effect of the taxes and duties would be communicated through a Multiplication factor.            In case of discrepancy in the prices quoted by the vendor in figures and words, the price quoted in words shall prevail and the same shall be considered for evaluation.</p>		
<b>21</b>	<p><b><u>ACCEPTANCE / REJECTION OF TENDER:</u></b>            BHEL reserves the right to reject in full or part, any or all the offers without assigning any reason thereof.            BHEL also reserves right to vary the quantities mentioned in the tender.</p>		
<b>22</b>	<p><b><u>LEGAL SETTLEMENT:</u></b>            The contract would be governed by Indian law. Any dispute in operation of the rate contract shall be subjected to the exclusive jurisdiction of courts at Sangareddy / Hyderabad, Telangana State, India</p>		
<b>23</b>	<p><b><u>REVERSE AUCTION:</u></b>            BHEL reserve the right to resort to “Reverse auction” and the vendor should confirm acceptance to reverse auction at the time of order.</p>		
<b>24</b>	<p><b><u>RISK PURCHASE:</u></b>            In case the successful bidder fails to supply or fails to comply with the terms &amp; 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.</p>		
<b>25</b>	<p><b><u>ARBITRATION</u></b>            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 Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award and in English language. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of Sangareddy / Hyderabad Courts, India.</p>		

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26	<p><b><u>FORCE MAJEURE CONDITION :</u></b>            The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts Of God, Natural Calamities, Fire, Frost, Flood, Civil War, Strike, 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 due 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. 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 deliver back any material issued to him by BHEL and release facilities, if any, provided by BHEL.</p>		
27	<p><b><u>ADJUSTMENT OF RECOVERY :</u></b>            Any amount payable by the supplier under any of the condition 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.</p>		
28	<p><b><u>PACKING &amp; FORWARDING CHARGES (IF ANY):</u></b>            Will be borne by the supplier.</p>		
29	<p><b><u>EXCISE DUTY</u></b>            As applicable (Will be reimbursed as on the date of Scheduled delivery or actual delivery whichever is lesser)</p>		
30	<p><b><u>TAXES (CST/VAT)</u></b>            In % wherever applicable (Will be reimbursed as on the date of Scheduled delivery or actual delivery whichever is lesser)</p>		
31	<p><b><u>INSURANCE:</u></b>            Shall be borne by supplier.</p>		
32	<p>All the prospective bidders that are not in the approved vendor list of the BHEL Hyderabad, Pulverisers Division would have to fill up the Vendor Registration Format that is available on the BHEL Website (<a href="http://www.bhel.com">www.bhel.com</a>) and submit to the supplier development cell of BHEL Hyderabad along with all the required attachments. All the foreign vendors shall submit a report from a reputed third party business rating agency like Dun &amp; Bradstreet, Creditreform etc. or third party business rating agency empanelled by BHEL.            The supplier would be qualified subject to            a) Technical Qualification            b) Acceptance of the commercial and other terms and conditions spelt out in this document            c) Evaluation and Acceptance by the Supplier Assessment Committee (MISCC) (if the bidder is not an already qualified supplier).            d) Approval by BHEL's customer.</p>		

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<b>33</b>	<p><b><u>TERMINATION OF CONTRACT</u></b></p> <p>If at any time during the execution of the contract, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 15 days' notice. The tenderer shall comply with the requirement of such notice.</p> <p>The bidder will not engage the services of the firms banned by BHEL, the Government of India or other Government Agencies for the execution of this contract. The list of firms banned by BHEL is available on BHEL website, <a href="http://www.bhel.com">www.bhel.com</a>. Violation of these clauses will attract not only the termination of the contract but also other action as defined in BHEL's policies and guidelines which may go to the extent of banning.</p>		
<b>34</b>	<p><b><u>DEVIATION:</u></b></p> <p>Normally no deviation in Standard Terms and Conditions would be accepted and BHEL reserves the right to disqualify the bidder from the tender.</p> <p>No deviation shall be entertained after the contract is signed.</p>		
<b>35</b>	<p>Instructions to Bidder (ITB, Doc. No. HY: MM: ITB Rev: 03) shall be submitted duly filled all clauses, sealed and signed. <b>Price validity shall be 120 days instead of 90 days mentioned in this document.</b></p>		
<b>36</b>	<p>General Conditions of Contract for Purchase (GCC, Doc. No. HY: MM: GCC Rev.00) shall be submitted duly signed and sealed.</p>		

**Bidders must enter the appropriate phrase in each of the row of the “Supplier Confirmation” column to signify their acceptance of the respective clause.**

**DEVIATIONS AND LOADING**

**1) Technical Qualification & Experience**

No deviations accepted. The bid will be rejected.

**2) Guarantee Clause**

No deviations accepted. The bid will be rejected.

**3) Penalty terms**

No deviation in penalty clause will be accepted except reduction in the penalty amount.

For bidders accepting a ceiling on the maximum penalty, below the specified maximum, an equal % of amount will be loaded for tender evaluation purpose.

Eg a 7% maximum penalty acceptable by bidder against specified maximum penalty of 10% would load its bid by 3% (10%-7%).

**4) Condition of Delivery (INCOTERMs)- for Foreign Bidders**

15% Loading on basic price for FOB (10% for Marine freight and insurance + 5% towards port handling / clearing / Inland freight charges).

**5) Payment Terms**

Deviation in payment terms will attract a loading @ 18% p.a. for the period of relaxation sought by vendor.

**6) Duties and Taxes**

- Offers of foreign vendors will be loaded **for evaluation purpose** with prevailing tariff of Customs Duty (as applicable for Merit for the items under consideration), CVD, Addl. CVD and any other import duty imposed by the Government of India that are applicable at the time of Tender opening.

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- Any export duty or any other duty imposed at the country of origin (for foreign vendors) would be included in the basic price. **The vendors to note that in case there is any change in these taxes/duties during the execution of contract, the same would not be passed on to (or borne by) BHEL.**
- Offers of indigenous vendors will be loaded **for evaluation purpose** with prevailing tariff of Excise duties, Sales tax (State and Central), VAT and any other duty imposed by the Government of India that are applicable at the time of Tender opening.

**CONFIDENTIALITY OF DOCUMENTS**

- 1) Drawings, technical documents or other technical information received by either parties shall not be used, without the consent of the other party, for any other purpose than that for which they were provided, either at the tender stage, at contract execution stage or even later. They may not be, without the consent of the submitting party, be used, copied reproduced, transmitted or communicated to any third party or used in any way to harm the interest of the submitting party. All intellectual properties including designs, drawings and information exchanged during the contract shall continue to be the property of the submitting party.
- 2) The bidder shall provide BHEL with information in so far as it could be of importance to BHEL. It shall not reveal confidential information to its own employees not involved with the contract and its execution and delivery to third parties.
- 3) The bidder shall not be entitled to use BHEL's name in advertisement and other commercial publications without prior written consent from BHEL.

**INDIAN AGENTS OF FOREIGN BIDDERS:**

- 1) BHEL shall deal directly with the Original manufacturer. However if the foreign principal desires to avail the services of an Indian Agent, then the foreign principal should ensure the compliance to regulatory guidelines, which requires mandatory submission of an agency agreement.
- 2) It shall be incumbent on the Indian Agent and the Foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- 3) The agency agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- 4) Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- 5) Indian Agency Commission, if any, (payable in Indian Rupees) is to be specified in terms of percentage of PO value. It will be payable at the exchange rates prevailing on the date of technical bid opening.
- 6) Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- 7) In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- 8) Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BHEL.
- 9) Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 10) Tenderers of Foreign nationality shall furnish the following details in their offers:

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- a) The name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
- b) The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
- c) Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 11) Tenderers of Indian Nationality shall furnish the following details in their offers:
- a) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
- b) The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
- c) Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- d) In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- e) Failure to furnish correct and detailed information as called for in above clauses will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.
- 12) The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on [www.bhel.com](http://www.bhel.com).
- 13) The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.
- 14) The offers of the bidders that 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](http://www.bhel.com).
- 15) In any tender either the Principal/OEM or the Agent can bid but both cannot bid simultaneously in the same tender. Violation of these clause may attract penalty of banning business dealings with BHEL
- 16) 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. Violation of these clause may attract penalty of banning business dealings with BHEL

**REVERSE AUCTION:**

- 1) BHEL reserves the right to finalise the tender through reverse auction at the time of order (if there are minimum four techno-commercially qualified bids). In case of RA, H1 bidder (highest quoted) will not be allowed to participate, by the system.
- 2) In case the reverse auction is conducted, the details would be intimated to all the technically qualified bidders.
- 3) The rules and the guide lines for the reverse auction would be intimated through the service provider and would be binding on all the bidders.

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- 4) In Reverse auction, if conducted, the price quoted would include the above impact value i.e. the RA would be conducted in terms of “**COST TO BHEL**” (including freight and insurance)
- 5) In case of Reverse Auction, all the details, in a signed copy with the final bid and the break-ups would be submitted by the successful bidder within 24 hours of the successful completion of the auction to BHEL through the service provider including individual cost break-ups as per the Reverse Auction Guide lines of the service provider.
- 6) The reduction in price arrived due to Reverse Auction should be distributed by proportional reduction in each of the individual component prices.

**INTEGRITY PACT:**

The Integrity Pact duly signed by the bidder and the authorised official of BHEL will form part of the contract.

**DISPATCH DOCUMENTS**

**INDIGENOUS VENDORS**

The dispatch documents must contain following documents in 3 sets (Original + 2 copies).

- Commercial and Tax/Excise invoice in duplicate.
- Delivery Challan / Packing list (case-wise)
- Guarantee certificate.
- All Test reports and TPIA inspection reports (wherever applicable).

**FOREIGN VENDORS**

The dispatch documents must contain following documents in 3 sets (Original + 2 copies).

- Proof of Dispatch (Bill of lading)
- Invoice in quadruplicate.
- Packing list (case wise)
- OEM Guarantee certificate.
- All OEM Test reports and TPIA inspection reports (wherever applicable).

**INSPECTION AND TESTING**

- a) The goods and stores shall be of approved design and each part/ component may be inspected and tested by BHEL/ BHEL Appointed Inspector/ BHEL's customer prior to shipment and shall fully comply with relevant requirements of BHEL.
- b) BHEL has the right to inspect the delivery. In the event of rejection, BHEL shall inform the supplier accordingly and BHEL shall be entitled to replacement or repair at its discretion or may proceed to terminate or annul the agreement. All this does not affect BHEL's right to compensation.
- c) BHEL or their authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the supplier's premises the material and workmanship of all stores to be supplied under the Contract, and if the part of the stores are being manufactured at other premises the Seller shall obtain for BHEL or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the Seller's premises. Such inspection, examination and testing, if made shall not release the Seller from any obligation under the Contract.
- d) All costs related to inspections and re-inspections shall be borne by the Seller. The cost of inspection staff/ third party specified by the BHEL shall be borne by BHEL, unless otherwise specifically agreed. Whether the Contract provides for tests on the premises of the Seller or any of his Sub-contractor/s, Seller shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently.
- e) Cost of any type test or such other special tests shall be borne by the seller unless and otherwise specifically agreed in the contract.
- f) The Seller shall give the authorized representative of the BHEL reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract.

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**SHORT SHIPMENTS**

In case of any short shipments during initial supply, subsequently dispatched by the Seller or as any Guarantee/ Warranty replacement shall be dispatched on “DDP – Delivered Duty Paid BHEL Stores” basis for imported items and “FOR – BHEL Stores/ designated destination” basis for indigenous items.

**REJECTION/ REPLACEMENT**

The Seller shall arrange replacement / repair under its obligation under the contract within one month from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the seller and replaced on DDP/ FOR - BHEL Stores/ designated destination basis within such period. In the event of the Seller’s failure to comply, Purchaser may take appropriate action including disposal of rejections, at the cost and risk of the Seller.

In case defects attributable to Seller are detected during processing of the goods at purchaser’s / his subcontractor works, the Seller shall be responsible for replacement/ repair of the goods as required by the purchaser at Seller’s cost.

**EXPORT ADMINISTRATION REGULATIONS**

If a delivery includes such technology and or supply that is subject to the export regulations at the seller’s country, the responsibility to obtain such permissions, approvals, license etc. lies on the seller.

**NON-WAIVER OF DEFAULTS**

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BHEL to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BHEL under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

**MISCELLANEOUS:**

- 1) BHEL reserves the right to reject the offer which is having deviations to BHEL’s General Terms & Conditions.
- 2) Prices of items as per annexure II to III (including all parts of Annexures) to be indicated only in price bid offer in the sealed envelope of price bid.
- 3) Any deviation in penalty clause will not be accepted and in case of any reduction, an equal % of amount will be loaded for tender evaluation purpose.
- 4) In case of any discrepancy between the terms mentioned in check list and offer, the terms mentioned in the check list will prevail.
- 5) Any deviations from or additions to the above “General Conditions” require BHEL’s written consent. The general terms of business or sale of the bidder shall not apply to purchaser (BHEL). Acceptance, receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the seller has been accepted.
- 6) Orders, agreements and amendments thereto shall be binding if made to or confirmed by the purchaser in writing. Only the purchasing department of Pulverisers Division of BHEL Hyderabad is authorized to issue the purchase order or any amendment thereof.
- 7) In case of any inconsistency or contradiction between any of the documents the order of precedence shall be
  - a) Purchase Order
  - b) LOI/LOA,
  - c) Specific agreement,
  - d) General Terms & Conditions of the contract for commercial condition,
  - e) Specific agreement on technical conditions ,
  - f) General technical Conditions and
  - g) Tender/ offer.
- 8) Drawings, technical documents or other technical information received by either parties shall not be used, without the consent of the other party, for any other purpose than that for which they were provided. They may not be, without the consent of the submitting party, be used, copied reproduced, transmitted or communicated

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to any third party. All intellectual properties including designs, drawings and information exchanged during the contract shall continue to be the property of the submitting party.

- 9) The bidder shall provide BHEL with information in so far as it could be of importance to purchaser. It shall not reveal confidential information to its own employees not involved with the contract and its execution and delivery to third parties.
- 10) The bidder shall not be entitled to use purchaser (BHEL)'s name in advertisement and other commercial publications without prior written consent from BHEL.
- 11) BHEL General Terms and Conditions and the Reverse Auction Terms and Conditions and Guidelines are to be read along with these terms & conditions.
- 12) If a customer requires the Vendor Approval (of the bidder), the bidder must extend all the technical assistance towards the approval by the end customer whenever BHEL requires.
- 13) If the project specific quality plan is to be approved by the customer, the bidder must submit its manufacturing quality plan to BHEL, who in turn would forward it to the customer or its nominated agency for approval. The bidder must extend all the technical assistance and attend to queries expeditiously to obtain the approval of the Quality Plan.
- 14) In the cases the Project Specific Quality Plan is approved by customers, the supply should be made accordingly in line with it.

**ANNEXURE-I (A)**  
**UN-PRICED PRICE BREAK-UP FORMAT FOR NTPC SIPAT**  
**(INDIGENOUS SUPPLIES)**

**(To be submitted with Technical Bid separately for Grinding Roll & Bull Ring segment)**

S.No.	Particulars	Amount in Rupees	
		GRINDING ROLL (A)	BULL RING SEGMENTS (B)
<b>Price Break up</b>			
1	Ex-works basis for total quantity quoted for total running hours.		
2	P& F Charges	<Included>	<Included>
3	Insurance	<Included>	<Included>
4	Freight from works	<Included>	<Included>
	Effective basic price Rs. / Unit for bid	<Sum of above>	<Sum of above>
5	Excise Duty	%	%
6	Educational Cess on Excise Duty	%	%
7	Sales Tax against Form-C	%	%
8	Third Party Inspection Charges (if any)	<BHEL SCOPE>	<BHEL SCOPE>
9	Any other charges (Please specify individually in percentages)		
10	<b>TOTAL (on FOR destination basis)</b>		
11	<b>GRAND TOTAL (on FOR destination basis) (A+B)</b>		

**NOTE:**

- 1) All the statutory levies applicable at the time of tender bid submission are to be entered in the above table.
- 2) Each different type of levies should be shown in different rows.
- 3) The tender priority will be decided by the **GRAND TOTAL**.
- 4) The reverse auction (if any) will be conducted on **GRAND TOTAL**.
- 5) In case tender decision through Reverse Auction, the Multiplication factor based on the delivery conditions, Loading (if any) and the levies will be informed individually to each supplier before the Reverse Auction.

**ANNEXURE -I (B)**  
**UN-PRICED PRICE BREAK-UP FORMAT FOR NTPC SIPAT**  
**(IMPORTED SUPPLIES)**

**(To be submitted with Technical Bid separately for Grinding Roll & Bull Ring segment)**

S.No.	Particulars	Amount in Rupees	
		GRINDING ROLL (A)	BULL RING SEGMENTS (B)
<b>Price Break up</b>			
1	Ex-works basis for total quantity quoted for total running hours.		
2	P& F Charges	<Included>	<Included>
3	Insurance	<Included>	<Included>
4	Freight from works	<Included>	<Included>
	Effective basic price Rs/ Unit for bid	<Sum of above>	<Sum of above>
	Effective basic price Rs/ Unit (after loading 15%)	%	%
5	Basic Customs Duty	%	%
6	Countervailing Duty (CVD)	%	%
7	Educational Cess on (5+6)		
8	Special Additional Duty (SAD)		
9	Third Party Inspection Charges (if any)		
10	Any other charges (Please specify individually in %)		
11	<b>TOTAL (on FOR destination basis)</b>		
12	<b>GRAND TOTAL (on FOR destination basis) (A+B)</b>		

**NOTE:**

- 1) All the statutory levies applicable at the time of tender bid submission are to be entered in the above table.
- 2) Each different type of levies should be shown in different rows.
- 3) The tender priority will be decided by the **GRAND TOTAL**.
- 4) The reverse auction (if any) will be conducted on **GRAND TOTAL**.
- 5) In case tender decision through Reverse Auction, the Multiplication factor based on the delivery conditions, Loading (if any) and the levies will be informed individually to each supplier before the Reverse Auction.

SIGNATURE AND SEAL

PULV/PRE-BID TIE-UP/NTPC SIPAT  
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