<table>
<tr><th>S NO</th><th>TERMS & CONDITIONS</th><th>BHEL REQUIREMENT</th><th>VENDOR 'S CONFIRMATION</th></tr>
<tr><td>I</td><td colspan="3">TECHNICAL TERMS</td></tr>
<tr><td>1</td><td>DESCRIPTION, SIZE & QUANTITY</td><td>
<table>
<tr><th>Lot No.</th><th>Code</th><th>Description</th><th>Qty (EA)</th></tr>
<tr><td rowspan="2">Lot - 1</td><td>HE9718634096</td><td>TUBESHEET FORGING (430MM THK) as per Drawing 41750103549 Rev.00</td><td>2</td></tr>
<tr><td>HE9718634126</td><td>TEST COUPON FOR TUBESHETT FORGING</td><td>2</td></tr>
<tr><td rowspan="2">Lot - 2</td><td>HE9718634100</td><td>TUBESHEET FORGING C.S (460 MM THK) as per Drawing 41750103550 Rev.00</td><td>2</td></tr>
<tr><td>HE9718634118</td><td>TEST COUPON FOR TUBESHETT FORGING</td><td>2</td></tr>
<tr><td rowspan="2">Lot - 3</td><td>HE9751155010</td><td>TUBESHEET FORGING as per Drawing 41750103540 Rev.00</td><td>2</td></tr>
<tr><td>HE9751155029</td><td>TEST COUPON FOR TUBESHETT FORGING</td><td>2</td></tr>
<tr><td rowspan="2">Lot - 4</td><td>HE9718634045</td><td>TUBESHEET FORGING as per Drawing 41750501444 Rev.00</td><td>2</td></tr>
<tr><td>HE9718634037</td><td>TEST COUPON FOR TUBESHETT FORGING</td><td>2</td></tr>
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</td><td></td></tr>
<tr><td>2</td><td>Technical terms and Material specification</td><td>As per Annexure-A; Sign and stamp copy to be submitted along with offer documents giving confirmation to the same.</td><td></td></tr>
<tr><td rowspan="2">3</td><td rowspan="2">QUALITY PLAN</td><td>HY/HE/001/TUBE SHEET/WBPDCL Rev.00 shall be followed.</td><td></td></tr>
<tr><td><u>Note:</u> L1 vendor shall submit Quality Plan for BHEL/Customer approval (in line with above mentioned QAP) within 7 days from the date of PO (same shall be applicable for each revision). Within 7 days of submission of QAP, commented/approved QAP shall be furnished to vendor.</td><td></td></tr>
<tr><td>4</td><td>PACKING & MARKING</td><td>Foreign vendors shall provide sea-worthy packing.</td><td></td></tr>
<tr><td rowspan="2">5</td><td rowspan="2">INSPECTION & CERTIFICATION</td><td><u>For Indian Vendors:</u>
By BHEL TPIA (or) BHEL TPIA and Customer/Customer TPIA as per Approved Quality Plan and CIB in IBR Form-IIIC.
<u>Note:</u>
(a) Vendors are advised to raise Inspection Call in CQIR system (www.cqir.bhel.in) with Purchasing Unit as 'HPEP' at least 3 working days prior to the proposed date of inspection.
(b) For arranging customer inspection, advance initimation of 7 working days shall be provided.</td><td></td></tr>
<tr><td><u>For Foreign Bidders:</u>
By Lloyd's/TUV/BV/DNV (Overseas Inspection Agency) / Customer as per Approved Quality Plan and in IBR Form III C.
(Note: The above Inspection & Certification agencies shall be authorized / recognized / competent authority under Indian Boiler Regulations (IBR)1950 in the respective supplier's country).</td><td></td></tr>
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II	COMMERCIAL TERMS		
1	TERMS OF DELIVERY	FOR BHEL RC Puram for Indian vendors.	
		CIP Mumbai for Foreign vendors.	
1A	FOR BHEL Price / Delivery implies	a) Freight & Insurance are in vendor's scope and price quoted is inclusive of F&I.	
		b) C-Note date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material.	
1B	CIP Mumbai price / delivery implies (for Foreign suppliers)	a) As per Incoterm.	
		b) IGM date in Bill of Entry issued by customs shall be delivery date for the purpose of penalty.	
		c) Exchange rate for Foreign Currency to INR shall be as per SBI Exchange rate (TT Selling rate) as on Technical Bid Opening date. 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.	
2	PACKING & FORWARDING	P & F charges shall be inclusive in price.	
3	FRIEGHT & INSURANCE	By supplier up to delivery point.	
4A	Third Party Inspection Charges	**Indian Vendors:** By BHEL and vendor's offer will be loaded by appropriate percentage for evaluation of offers. Currently it is 0.198%.	
		Foreign Vendors: Shall be inclusive in quoted price.	
4B	CIB Charges / Certification in IBR Form - III C	**Indian Vendors:** Shall be inclusive in quoted price.	
		Foreign Vendors: Included in the scope of vendor for Overseas Inspection & Certification Agency in IBR Form-III C as indicated at S.No. I(5).	
5	DELIVERY	For all Lots, delivery shall be within 3 Months from the date of P.O	
		Note: For any deviation in delivery period for each item and schedule as indicated above, quoted price shall be loaded by 0.5% per week for evaluation of offer. However, BHEL reserves the right to reject the offers with delivery period not meeting the project requirement.	
6	MSE CLAUSE	"MSE suppliers can avail the intended benefits only if they submit along with the offer, Udyam Registration Certificate. 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 by a Gazetted Officer."	
7	TWO-PART BID	Your offer shall be submitted in two part bid system Part-1 (i.e, Techno-Commercial bid including Pre-qualification) and Part-2 (Price bid) separately in two sealed covers indicating our enquiry No. **D5A1V02765** date and tender due date clearly. **Note:** Pre-Qualification Criteria is part of techno-commercial bid. BHEL prefers to evaluate Pre-Qualification Criteria of vendors first and rest of the techno-commercial bid subsequently. However, at its discretion BHEL may evaluate both Technical and Pre-Qualification Criteria simultaneously.	

7A	TECHNO-COMMERCIAL BID	Techno-Commercial Bid shall essentially consist of: (i) Duly filled in signed and stamped Special Contract Conditions (SCC). (ii) Duly filled in signed and stamped Instructions to Bidder (ITB). (iii) Duly filled in signed and stamped Pre-Qualification Criteria (PQC) along with its Annexure and supporting documents for qualification. (iv) Duly filled in signed and stamped Annexure-A, Technical terms and material specification. (v) Udyam Registration Certificate for MSE vendors (vi) Local Content Certificate (Annexure-III), if applicable. (vii) Documents/declarations in compliance with Annexure-A,B (if applicable) (viii) Details as per Annexure-IV, if applicable (ix) Duly filled in Annexure-II (Non-Disclosure agreement) (x) Duly filled in signed and stamped Integrity Pact (xi) Duly Signed and Stamped Unpriced Bid Format. All the above documents shall be duly authenticated by signature & official stamp on each page. **Note:** Bid shall be complete in all respects including all the documents / information required for techno-commercial evaluation. Incomplete offers shall be liable to rejection.	
7B	PRICE BID	Quoted price shall be on firm basis. Vendor shall quote prices strictly as per the pricing sheet enclosed.	
8	EVALUATION OF OFFERS	The offers will be evaluated on Lot wise L_1 basis. The vendor shall quote **Rate per each basis** (details of Lots were mentioned at S.No. I (1) above).	
9	REVERSE AUCTION	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	
		RA representative details like Name, e-mail, Phone No. etc.	
10	PURCHASE PREFERENCE TO MSE SUPPLIER	If MSEs quoted price is within the price band of L1+15%, then L1 price shall be counter-offered to MSE vendor (if L1 is other than MSE) for supplying at least 25% of tendered value as per MSME Order dated 09.11.2018. In present case, 50% in each material code (i.e. each item) shall be counter offered to MSE vendors whose price is within purchase preference of 15%.	
11	END CUSTOMER APPROVAL	Bidders have to submit their PTR for obtaining customer approval. Credentials of techno-commercially qualified bidders will be forwarded to end customer for their review and approval. Price bids of techno-commercilally qualified bidders will be opened, subjected to approval of customer.	

12	GUIDELINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS	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.	
		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.	
		Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.	
		Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.	
		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.	
		The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure –'A' shall apply in all such cases.	
		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, before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). 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.	
		As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hyderabad is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).	

13	INTEGRITY PACT	(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transperant and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. <u>Details of IEM for this tender is furnished below:</u> Name : Shri Arun Chandra Verma, IPS (Retd.) e-Mail : acverma1@gmail.com Name : Shri Virendra Bahadur Singh, IPS (Retd.) e-Mail : vbsinghips@gmail.com (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized 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 the Pact would be a preliminary qualification. (c) Please refer Section-8 of the IP for the 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.	
		<u>Note:</u> No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications / issues shall be addressed directly to the tender issuing (procurement) department.	
14	GUARANTEE	Guarantee on the supplies for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier.	
15	EARNEST MONEY DEPOSIT (EMD)	EMD charges not applicable for quoting against this tender.	
16	FINANCIAL STANDING	**<u>Indian Bidders:</u>** Vendor to submit annual Financial Turnover during the Past 3 Years along with copy of 3 years Audited Balance Sheet.	
		<u>Foreign Bidders:</u> Vendor to submit copy of latest D&B Report.	
17	TERMS & CONDITIONS	Vendor is requested to furnish all details of the offer in this format. **In case of any discrepancy between information furnished here and those furnished elsewhere in the bid, the information furnished in this document only shall be considered, and those furnished else where shall be ignored.**	