

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI CAPITAL EQUIPMENT

Document No.MM/CE/CL/NLC/IND/003

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE VENDORS.

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer or if the vendor does not confirm acceptance to the terms and conditions proposed, BHEL reserves the right to reject such offer)

CHECK-LIST FOR INDIGENOUS VENDORS

Description of the Item:	KD Optimizer and VSDU for Modular Work Stations
BHEL Tender No. & Date:	2621100005 dated 06.01.2011

SI No	Description
1	<p>Price Bid: Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part I. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.</p> <p>Vendor's confirmation: Accepted.</p>
2	<p>Validity: Validity of the offer should be 120 days from the date of tender opening. Please mention the validity period in the confirmation below. <u>BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.</u></p> <p>Vendor's confirmation:</p>
3	<p>Release of Purchase Order, submission of CEBG & PBG and terms of Payment:</p> <ul style="list-style-type: none">➤ Purchase Orders (separate for supply and service portion) will be released on the successful vendor.➤ The successful vendor shall have to provide a Contract Execution Bank Guarantee (CEBG) only from any one of the 'Consortium Banks' of BHEL (list enclosed) for 5% of the Purchase Order value in the format enclosed within 30 days from the date of Purchase Order. <u>BHEL reserves the right to cancel Purchase Orders in case the vendor fails to submit the CEBG within 30 days from Purchase Order date.</u>➤ The payment terms for the supply Purchase Order shall be 80% against receipt of the goods in BHEL and 20% after Installation of the item in BHEL.➤ 80% of the supply Purchase Order shall be payable after receipt of the item in BHEL against a certificate jointly signed by BHEL and the vendor (for safe receipt of the goods) and such other documents as agreed to in the contract. This payment would be released within 21 days from the date of certification of receipt jointly signed by BHEL and the vendor.➤ The balance 20% of the supply Purchase Order value plus 100% of the service Purchase Order value will be paid directly to the vendor after Installation of the item in BHEL against Installation certificate jointly signed by BHEL and the vendor and submission of Performance Bank Guarantee (PBG) only from any one of the 'Consortium Banks' of BHEL (list enclosed) for 10% of the Purchase Order value in the format enclosed. This payment would be released within 30 days from the date of Installation certificate jointly signed by BHEL and the

	<p>vendor.</p> <p><u>Offers from vendors not accepting to receive at least 20% payment of the supply Purchase Order value after Installation of the item will be rejected.</u></p>
	<p>Vendor's confirmation: Accepted to BHEL's above terms.</p>
4	<p>Taxes & Duties:</p> <p>All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which BHEL will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverambur</p> <p>In case taxes and duties are indicated as inclusive in the quoted prices, it will be reimbursed only upon furnishing the documentary evidence for having paid such taxes and duties. Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL.</p> <p>Vendor's confirmation: We confirm our offer has been made considering the above.</p>
5	<p>Contract Execution Bank Guarantee:</p> <p>The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) from any one of the 'Consortium Banks' of BHEL (list enclosed) for 5% of the Purchase Order value in the format enclosed covering the agreed delivery period (FOR works delivery) with additional 2 months as claim period.</p> <p>The CEBG shall be furnished within 30 days from the date of Purchase Order. <u>BHEL reserves the right to cancel Purchase Orders in case the vendor fails to submit the CEBG within 30 days from Purchase Order date.</u></p> <p>All bank charges incurred on account of issuance of CEBG will have to be borne by the vendor.</p> <p><u>Offers from vendors not accepting to submit CEBG will be rejected.</u></p> <p>Vendor's confirmation: CEBG will be provided in line with above.</p>
6	<p>Performance Bank Guarantee:</p> <p>The vendor shall submit a Performance Bank Guarantee (PBG) only from any one of the 'Consortium Banks' of BHEL (list enclosed) for 10% of the Purchase Order value in the format enclosed covering the agreed Guarantee period (with additional 2 months as claim period).</p> <p>All bank charges incurred on account of issuance of PBG will have to be borne by the vendor.</p> <p><u>Offers from vendors not accepting to submit PBG will be rejected.</u></p> <p>Vendor's confirmation: PBG will be provided in line with above.</p>
7	<p>Liquidated damages (LD):</p> <p>Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery indicated in our Purchase Order would make the vendor liable to an un-conditional penalty @ ½% of the value of goods for each week of delay subject to a maximum of 10% of the Purchase Order value.</p> <p>For the purpose of Imposing LD, the FOR Works delivery (LWB date) shall be considered.</p>

	<u>BHEL reserves the right not to consider offers from vendors not accepting for the above LD clause, with maximum LD as 10%.</u>
	Vendor's confirmation: We confirm acceptance to the above LD clause.
8	<p>Risk Purchase: If the vendor fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.</p> <p><u>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</u></p> <p>Vendor's confirmation: We confirm acceptance to the above Risk Purchase clause (without any modification).</p>
9	<p>Delivery terms, delivery period required and evaluation process: Delivery terms: Vendors should quote for delivery on FOR BHEL, Tiruchy basis only. However, price break-up details like Ex-Works price, freight charges, insurance charges, taxes & duties etc., should be indicated in the offer. The transfer of title of the goods supplied by the vendor takes place only when the goods are delivered in good condition in BHEL, Tiruchy.</p> <p>Vendors are required to indicate the best delivery period i.e., time period required for dispatch (LWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of CEBG, drawings etc., should not be linked to the delivery period.</p> <p>Vendor's confirmation: We confirm our delivery shall be ___ months from the date of Purchase Order to date of LWB.</p>
10	<p>Guarantee: Vendors shall provide a guarantee for a period of 12 months from the date of Installation of the item or 18 months from date of supply, whichever is earlier. The date of LWB shall be taken as the date of supply.</p> <p>Also, a PBG has to be given which shall cover the guarantee period (with additional 2 months as claim period).</p> <p><u>Offers from vendors not accepting to the requested guarantee period will be rejected.</u></p> <p>Vendor's confirmation: We confirm to provide guarantee as requested above.</p>
11	<p>Reverse Auction (RA): BHEL reserves their right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA have been given in the 'General guidelines & instructions to bidders' enclosed as a part of NIT. Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <p><u>BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.</u></p> <p>Vendor's confirmation: We confirm participation in the RA process.</p>
12	<p>Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned</p> <p>Name: Designation: Email ID:</p>

	Phone No.: Fax No.: Address:
13	Weight & Cubage of package: Approximate Net weight of the total consignment: Approximate Gross weight of the total consignment: Approximate volume of the total consignment:
14	The vendor to provide Business Information Report (BIR) incorporating the rating of the company by international credit rating agencies, viz., DUNS number of M/s DUN & Bradstreet (D&B) etc. Vendor's confirmation: We have enclosed BIR and our DUNS No. is:

We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the NIT and confirm that our offer has been made in line with the same.

(AFFIX OFFICIAL SEAL HERE)

M/s

Signature with date:

Name:

Designation:

Department:

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)