



CHECKLIST OF GENERAL TERMS & CONDITIONS OF ENQUIRY
TWO PART BID SYSTEM FOR INDIGENOUS ITEMS
ANNEXURE - A

Sl. No	BHEL Standard Terms & Conditions	Supplier confirmation	Comments / Remarks
1.	<p>a) Offer must be submitted in two part bid system for the item as per Enquiry <u>in separate sealed covers</u> :</p> <p>(i) For Techno commercial un-priced bid <u>in one sealed cover / envelope</u> and</p> <p>(ii) Another for priced bid in <u>one more sealed cover / envelope</u></p> <p>(iii) Both the above covers at (i) & (ii) shall be put in a separate single cover clearly superscripting on the covers / envelopes the Supplier Name, enquiry no. and due date.</p> <p>b) “Un-priced offer with technical bid” is required to be furnished by the vendor.</p> <p>c) The difference between “Un-priced offer” and “priced offer” should be only the prices wherever applicable.</p> <p>d) Hand-written offers will not be acceptable.</p> <p>e) Techno-commercial bid will be opened first and after freezing technical & commercial conditions only, the price bid will be opened.</p>		
2.	<p>Offer validity should be 90 days minimum from date of price bid opening.</p>		
3.	<p>a) No revised offers will be accepted unless asked for / or any changes in specification</p> <p>b) The vendors will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, commercial terms & conditions, only if in the opinion of BHEL such changes warrant changes in prices.</p>		
4.	<p>The quoted rates are to be on firm basis till the execution of order.</p>		
5.	<p>Payment Terms:</p> <p>(a)(i) 100% payment will be made within 90 days after receipt and acceptance of materials at BHEL Hyderabad.</p> <p>(ii) For small scale industries units, this period will be 45 days.</p> <p>(iii) No overdue interest is payable by BHEL in any of the cases.</p> <p>(iv) Offers with Bank payment are not acceptable.</p> <p>(b) Loading factor for non-acceptance of payment terms: Deviation in payment terms will attract a loading of Offers with deviations to the above payment terms will be loaded @18% per annum.</p>		
6.	<p>Penalty: a) Penalty @ ½% of the order value per week or part thereof shall be levied subject to a maximum of 10%, on the undelivered portion of supplies.</p> <p>b) Loading factor for non-acceptance of penalty clause: will</p>		

	attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting lesser percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded during evaluation of the offer.		
7.	Guarantee: Materials shall be guaranteed for a period of 12 months from date of commissioning or 18 months from the date of dispatch whichever is earlier.		
8.	Clause-wise confirmation of specification is required to be submitted along with the technical bid, where ever applicable.		
9.	Registration Status: Vendors to confirm the status of the registration of their firm under Micro Vendors/Small Scale Unit/Large Scale Unit. Attach documentary evidence along with the technical bid.		
10.	Risk Purchase: a) If the vendor after placement of order fails to abide by the terms & conditions of the enquiry/ Purchase order, BHEL reserves the right to get the job executed from other agencies at the risk and cost of the vendor b) If the differential cost between the other agency and the original vendor is more, the same shall be recovered from the vendor along with incidental charges. c) If the differential charges are less than the original vendor price, no benefit on this account shall be passed on to the original vendor.		
11.	Force Majeure clause: If the party does not supply the material within stipulated time the force majeure clause will be applicable by not performing its contractual obligations due to unforeseen events beyond its control. These events include natural disasters such as floods, earthquakes and other "acts of God," as well as uncontrollable events such as war or terrorist attack. However, it does not cover failures resulting from a party's financial condition or negligence.		
12.	Inspection is to be carried-out at vendor's works by BHEL / any other inspection agency / authority approved by BHEL / inspection at BHEL works.		
13.	Terms of Delivery: FOR BHEL R.C.Puram, Hyderabad-502032.		
14.	Delivery time in days / weeks / months from date of LOI / PO to be specified.		
15.	Packing & Forwarding charges, if any to be indicated as percentage of Basic value.		
16.	Excise duty as applicable to be indicated		
17.	Taxes & Duties (CST / VAT) to be specified in percentage wherever applicable.		
18.	Freight charges as applicable to be indicated.		
19.	Insurance charges as applicable to be indicated.		

20.	<p>Evaluation:</p> <p>i) Price bids shall be evaluated on landed cost basis i.e., total cost to BHEL (after considering CENVAT or VAT benefit, if any) and w.r.t. the finalized technical scope and commercial conditions only.</p> <p>ii) 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>		
21.	BHEL reserves the right to increase/ decrease the quantity indicated and cancel the item(s) in the enquiry.		
22.	BHEL reserves the rights for rejecting any or all offers without assigning any reason thereof, in the interest of BHEL.		
23.	The Tender received after 11.00 hrs. on the due date will not be considered.		
24.	<p>Price Schedule: a) Vendors are requested to submit the price bid in the format enclosed along with the enquiry.</p> <p>b) Price schedule duly filled up in all columns except the prices, duly signed & stamped by the vendor shall be submitted along with the techno-commercial offer.</p>		
25.	<p>Vendor has to ensure that along with material the following documents are to be submitted for entry into factory</p> <ol style="list-style-type: none"> 1. Duplicate tax invoice for transporter 2. Dispatch document (DC) 3. Purchase Order copy. 4. Tax invoice copy original to be sent to purchase officer and one copy to stores. 		

Important Notes

1) Please fill in this format and send positively along with Techno commercial un-priced Quotation with Supplier's seal, Signature with date. Suppliers have to confirm the above clauses in above column of Supplier's confirmation-which will only be considered, no other terms & conditions of supplier's offer will be considered.

2) **Offers shall be sent only to**

**Sr Manager/Pur-Coordination & SDC
Purchase Co-Ordination Cell
Vendor Complex
Administrative Building
Bharat Heavy Electricals Limited
R.C.Puram, Hyderabad – 502032**

OR

E-mail: tenderbox@bhelhyd.co.in

3) Offers sent through e-mail before the due date & time shall be the copies of originally signed & stamped documents, and vendor shall ensure to send these documents immediately through courier which will be received at BHEL-Hyderabad prior to opening of the price bids.

**SIGNATURE
SEAL
DATE**