



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 in separate sealed covers :</p> <p>(i) For Techno commercial un-priced bid in one sealed cover / envelope and</p> <p>(ii) Another for priced bid in one more sealed cover / envelope (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 4 months 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. Lease Rentals will be paid on quarterly basis, on successful completion of each quarter as per SLA and on certification by BHEL, within 90 days from the date of Invoice acceptance. Payment to SSI Units (Registered with BHEL) will be made within 45 days from the date of despatch / invoice and acceptance . Invoice shall be submitted in TRIPLICATE. In no case BHEL shall accept to pay advance /liability towards interest.</p> <p>b. Any fall in uptime limit of 99.99% on quarterly basis, will result in proportionate deduction(Penalty) from Lease Payments for the quarter.</p> <p>c. 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 attract maximum 10% loading on the offer and accordingly proportionate</p>		

	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.	EMD: Earnest Money Deposit (EMD): EMD of Rs 2,00,000/- shall be submitted along with the technical offer, in the form of Demand Draft from any nationalized bank / scheduled bank, drawn in favour of M/s Bharat Heavy Electricals Limited, Ramachandrapuram, Payable at Hyderabad.		
8.	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.		
09.	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.		
10.	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.		
11.	Terms of Delivery: FOR BHEL R.C.Puram, Hyderabad-502032.		
12.	Delivery: Delivery period will be Ten Weeks for the SAN storage and SAN switch, from the purchase order date. Accessories shall be supplied to match the installation schedules. Any delay in supplies will attract penalty.		
13	Installation: Installation / implementation schedules shall be given by the vendor in consultation with BHEL.		
14.	Packing & Forwarding charges, if any to be indicated as percentage of Basic value.		
15.	Excise duty as applicable to be indicated		
16.	Taxes & Duties (CST / VAT) to be specified in percentage wherever applicable.		
17.	Freight charges as applicable to be indicated.		
18.	Insurance charges as applicable to be indicated.		
19.	Evaluation: 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. 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.		
20.	BHEL reserves the right to increase/ decrease the quantity indicated and cancel the item(s) in the enquiry.		
21.	BHEL reserves the rights for rejecting any or all offers without assigning any reason thereof, in the interest of BHEL.		

22.	The Tender received after 11.00 hrs. on the due date will not be considered.		
23.	Price Schedule: a) Vendors are requested to submit the price bid in the format enclosed along with the enquiry. 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.		
24.	Vendor has to ensure that along with material the following documents are to be submitted for entry into factory 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.		
25	Reverse Auction: 1). BHEL reserves right to go for a reverse auction instead of opening the submitted price bid, based on the response received, BHEL will decide as its discretion to process the tender through reverse auction or by opening the price bids. Vendors are advised to accept reverse auction. Vendors are also advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during the 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 by quoting higher prices. RA acceptance to be given along with technical bid. Non-acceptance of RA will lead to disqualifying the vendor.		

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**