

Compliance Form NO: TRY/IND/08		
BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI		
CAPITAL EQUIPMENT /MATERIALS MANAGEMENT		
COMPLIANCE FORM FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS		
BY		
INDIGENOUS VENDORS		
(This should be essentially filled in and uploaded along with the techno-commercial offer without fail. If this compliance form is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, the offer is liable for rejection)		
(TENDER REQUIRING Direct Payment)		
Description of the Equipment: 4 wheeler, 7 seater Patrolling Vehicle (2000CC), Qty: 1 Nos		
BHEL Tender No. & Date: 2632300003 Dated 13.11.2023		
	PART I of Tender: Technical Bid + Unpriced Bid + this compliance form	
	PART II of Tender: Price Bid	
	ENQUIRY TERMS & CONDITIONS	Vendor's Confirmation
1.0	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. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).	Accepted
2.0	VALIDITY: Validity of the offer should be 90 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 90 days from the date of tender opening	Accepted Accepted
3.0	PAYMENT TERMS: For SUPPLY P.O.: 100% Payment will be released within 45/60/90 days of receipt of Vehicle at BHEL Stores. i.e, (Micro and Small Enterprises-45 days, Medium Enterprises -60 days and Non MSME Suppliers -90 days). Additionally, for any deviation sought as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, the following loading pattern shall be followed: Base rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by bidder.	Accepted
4.0	Taxes & Duties: Taxes and Duties: Taxes applicable under GST should be specifically stated in offers along with GST Number and HSN Number failing which BHEL will not be liable for payment of such Taxes. BHEL Trichy: GSTN Code: - 33AAACB4146P2ZL Registered Address with GSTN: - Bharat Heavy Electricals Limited HPBP and SSTP, Thiruverumbur, Trichy – 14 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	Accepted

Sign & Seal of vendor

	indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL.	
5.0	Delivery terms, Delivery period required and evaluation process:	
5.1	Delivery terms: F.O.R., BHEL Stores, HPBP, Tiruchirappalli – 620014, Tamilnadu	Accepted
	Basis of Delivery Terms :	
	Price break-up details like Basic price, P&F, Taxes & Duties, Freight and Insurance etc., should be indicated in the offer.	Accepted
	For Supply portion, duration shall be counted from the date of Purchase Order. 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.	Accepted
	DELIVERY PERIOD REQUIRED BY BHEL (SUPPLY PORTION) (including PDI)	6 Weeks
	DELIVERY PERIOD (in months) OFFERED BY VENDOR (SUPPLY PORTION)	
	However, while evaluating the offers, those offers which are not conforming the requested delivery period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation purpose 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
6.0	LIQUIDATED DAMAGES (LD):	
	LD for delay in 'Supply' will be applicable to the delays attributed to vendor The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value subject to a maximum of 10% of total PO value	Accepted
	For the purpose of levying LD , the date of shipment (LWB date) will be considered.	Accepted
	Loading Factor for non-acceptance of LD clause for delayed Supply: In case any bidder is not accepting the above LD clause for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder .	Accepted
7.0	SHORT SUPPLY / WARRANTY REPLACEMENT	
	In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL for such short supplies shall be borne by the supplier. Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis	Accepted
8.0	RISK PURCHASE:	
	Risk Purchase clause: a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be	Accepted

Sign & Seal of vendor

	<p>liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.</p> <p>b. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</p> <p>c. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <p>i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.</p> <p>ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit</p> <p>iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p> <p>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</p>	
9.0	WARRANTY:	
	<p>Vendors shall provide a Warranty of 24 months from the date of date of supply or 75000 KMs, whichever is earlier.</p> <p>Offers from vendors not accepting to the requested guarantee period are liable for rejection</p>	Accepted
10.0	CONTACTS:	
	<p>Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned.</p>	
	Name:	
	Designation:	
	Email ID:	
	Phone No.:	
	Mobile No.	
	Fax No.:	
	Address:	
	Weight & Cubage of package:	
	Approximate Net weight of the total consignment:	

Sign & Seal of vendor

GENERAL CONDITIONS FOR THE ENQUIRY

1. Tender should not be addressed to any Individual's name but only to tender Office mail ID: tender_cell@bhel.in

Bidders shall submit the offer in TWO PARTS as indicated below which shall be sealed in one outer envelope.

Part I consists of Two inner envelopes and put in a sealed cover and super scribed as PART I - TECHNICAL AND UN-PRICED COMMERCIAL BID WITH EMD ENVELOPE INSIDE

Envelope - I

This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "Part I - Technical and Un-priced commercial bid", indicating Enquiry No., Due Date, Address & Reference of the Bidder.

Envelope -II

Part II

This sealed envelope should contain price details. This envelope should be clearly marked "Part II - Price bid", indicating Enquiry No., Due Date, Address & Reference of the Bidder.

2. Delivery term shall be FOR BHEL stores, Trichy inclusive of packing, forwarding, freight and insurance charges.

3. **Fraud Prevention Policy:** Bidder along with its associate /collaborators /sub-contractors /sub-vendors consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

4. **Cartel Formation:** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

5. **GST Conditions:**

Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST.

Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated),

Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.

All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

Invoices will be processed only upon completion of statutory requirement and further subject to following:

- Vendor declaring such invoice in their GSTR-1 Return/ IFF
- Receipt of Goods or Services and Tax invoice by BHEL.

As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).

In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

GST on amount recoverable from vendor under Risk Purchase Clause

In accordance with Sec. 7 of CGST Act, 2017, read with clause 5(e) of Schedule II to CGST Act, 2017, amount recovered / recoverable by BHEL from vendor / contractor for non-performance of work as per contract shall be treated as "Supply of service" by BHEL and accordingly GST shall be applicable.

GST shall be applicable on amount being recovered / recoverable from such vendor / contractor. In case only the differential cost is being recovered from new vendor / contractor, GST shall be applicable on same.

As per Sec. 13, read with Sec. 31 of CGST Act, 2017, GST shall be applicable when such recovery against non-performance of work has been determined and accordingly accounted for in Books of Accounts.

6. Conflict of interest: Conflict of Interest among Bidders/ Agents: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common or b) they receive or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them or
- c) they have the same legal representative/agent for purposes of this bid or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf and
 2. Indian/foreign agent on behalf of only one principal or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Note:

1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL.
3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.

7. Documents required:

01. Covering letter
02. Unpriced offer for Scope of Supply.
03. Filled up and Signed Technical Specification along with supporting documents.
04. Certification as per Make in India clause, as per Bid Document.
05. UDYAM certificate copy (if MSE Category)
06. PAN Card copy
07. GST certificate copy
08. Vendor Details (Annexure-C)

8. Dispatch Clearance: Dispatch of item will be done only after the dispatch clearance provided by BHEL

9. Delivery Period for supply – 6 Weeks from date of PO.

10. VALIDITY: Validity of the offer should be **90 days** from the date of tender opening.

11. Bidder have to thoroughly go through BHEL specification and Quote accordingly for complete scope of supply.

12. Bidder have to quote for firm price as per the specification requirement and Price impact / revision of prices will not be allowed for the bidders after submission of bid in GEM Portal within the validity period

Note:

1. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL.

PART-I (No Deviation Certificate)
(To be given in bidders letter pad)

Note: The following Declaration to be submitted on the bidder's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Patrolling Vehicle (Four Wheeler),7 seater (2000 CC)

I/We M/s.
have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- *I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”.*

In case of any deviation(Technical or commercial) the same is mentioned below. (Bidders to please note deviations mentioned else where would not be considered and such deviations would be null and void)


Sl.No.	Document Reference	BHEL specification	Firms Alternative offer
Nil	Nil	Nil	Nil

- *I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- *I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.*
- *I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- *I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

(Contractor Signature with Seal)

Contractor Signature

Contractor Seal

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT		Doc.No. : ISMS-04/TP/011
			Ver. No: 3.0
	Date : 27 - 10 - 14		

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

/ On Bidder's office letter pad /

Self-Declaration

Item Description	Patrolling Vehicle (Four Wheeler),7 seater (2000 CC)
Date	

In line with Government of India public procurement order Number P-45021/2/2017-PP (B.E-II) dated 04.06.2020.

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all the yellow color field)

VENDOR DETAILS

SL NO	DESCRIPTION	To be filled by bidder
1	VENDOR NAME	
2	QUOTATION REFERENCE AND DATE	
3	TELE, MOBILE NO	
4	FIRM MAIL ID	
5	CONTACT PERSON	
6	OFFICE ADDRESS	
7	ORDER TO BE PLACED ON	
8	ORIGIN OF DISPATCH	
9	PAN NO	
10	GSTIN NO	
11	HSN Code and GST%	