

BHEL :: BAP :: RANIPET  
PURCHASE DEPARTMENT

**ANNEXURE-A (Technical Specification)/2020785E DT 14.09.2022**

Bids shall be submitted quotation through - <https://eprocurebhel.co.in/> (Online only).

Sl No.	Matl Code	Description	Qty	Unit	Remark by Bidders(quoted or not quoted)
1	IM8277450016	ELECTRO HYDRAULIC THRUSTER ST-520 ELECTRO HYDRAULIC THRUSTER, MODEL: ST-520, CODE: 900400011001, LIFTING FORCE: 18KG, STROKE: 50MM, VOLTAGE: 415V AC 3PHASE, INGRESS PROTECTION: IP-55 (IS/IEC 600529:2001) SUIT TO BRAKE TYPE MDT-18(DRUM 150/160 MM), MAKE: SPEED O CONTROLS.	10	NO	
2	IM8277450017	ELECTRO HYDRAULIC THRUSTER ST-535 ELECTRO HYDRAULIC THRUSTER, MODEL: ST-535, LIFTING FORCE: 34KG, STROKE: 50MM, VOLTAGE: 415V AC 3PHASE, INGRESS PROTECTION: IP 55 (IS/IEC 600529:2001), SUIT TO BRAKE TYPE: MDT-34 (DRUM DIA 300MM). MAKE: SPEED-O-CONTROLS.	4	NO	

**Annexure-I to the Enquiry**  
**Essential Commercial Terms & Conditions for our enquiry : 2020785E**

<b>SI No</b>	<b>DESCRIPTION</b>	<b>BHEL'S REQUIREMENT</b>	<b>Suppliers Comments</b>
01	PRICE	Shall be firm till supply completion	
02	DELIVERY TERMS	FOR, DESTINATION (Destination :BHEL, Ranipet-Stores)	
03	PACKING&FORWARDING	Included. (if extra indicate in %)	
04	FREIGHT & INSURANCE	To be included (If extra indicate in %)	
05	GST Registration No	To be indicated by supplier	
06	HSN Code	To be indicated for each product by supplier	
07	GST Applicable rate	IGST / SGST / CGST / UTGST to be indicated by supplier (Applicable on basic price).	
08	MSME STATUS (MICRO/SMALL/MEDIUM)	Supplier has to mention, whether they are coming under Micro/ Small / Medium Enterprises. If you are coming in Micro/ Small industries, submit the Udyam Certificate. Submit Chartered accountant Certificate in the attached format.	
09	PAYMENT TERMS	100% within 45 days after receipt & acceptance of materials at our end for registered MSE (Micro & Small) supplier.	
		100% within 60 days after receipt & acceptance of materials at our end for registered Medium supplier.	
		(Kindly note that our present standard payment terms for NON - MSE vendors is " <b>100% within 90</b> days of receipt and acceptance of materials at our stores". Please confirm your acceptance for the same. In the event of any deviation in the above payment terms the following loading on your total rate will be done as below." Marginal Cost of funds based Lending rate ( <b>MCLR</b> ) of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by you")	
10	DELIVERY PERIOD	To be indicated by supplier (In terms of number of weeks from the date of PO). The manufacturing, Inspection, Transportation time etc. should be included in the delivery period. Bidder quote the delivery period accordingly.	
11	L.D.CLAUSE	As indicated in Enquiry (as per IMPORTANT NOTE) Confirmation L.D. clause as indicated in Enquiry @ 0.5% per week subject to a maximum of 10% for the delayed delivery. (In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder).Kindly mention Accepted/Not Accepted.	
12	OFFER VALIDITY	Minimum 90 days from the date RA /Technical bid opening.	
13	Confirmation for Reverse Auction	Not Applicable	
14	INSPECTION BEFORE DESPATCH	Will be done at Your Works Before Dispatch	
15	TEST CERTIFICATE	Required	
16	GUARANTEE CERTIFICATE	The materials are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning / putting in to use. OR, 18 months from the date of dispatch, whichever is earliest and if any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR Ranipet / Destination basis within a reasonable time.(Required)	
17	RISK PURCHASE	Alternatively, the purchaser at his option will be entitled the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in L.D clause above. Non-acceptance of Risk Purchase is liable to be non-consideration of the bids.	
18	Cancellation Clause	In the event of non- performance of the contract by the supplier. BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the supplier to rectify the situation. If the supplier fails to rectify	

Date:

SIGNATURE WITH SEAL

**Annexure-I to the Enquiry  
Essential Commercial Terms & Conditions for our enquiry : 2020785E**

		the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the seller. BHEL will not pay any cancellation charges or any other charges/damages to the supplier, arising out of such cancellation. In the event of the non-performance of the supply contract, by the supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase). This remedy would be in addition to the revoking of the CEBG on grounds of failure of the supplier in executing the contract and any other legal remedies."	
19	Force Majeure	If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions epidemics quarantine restrictions, or acts of God ( herein after referred to as event ) then, provided notice of happening of any such event is given by other within 21 days from date of occurrence thereof neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Purchaser subject to prompt notification by the seller to the Purchaser of the particulars of the event and supply to the purchaser if, required , of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.	
20	Company PAN No:		
21	CONTACT PERSON NAME:		
22	Works Address		
23	PHONE #, Mobile		
24	E-MAIL ID,		
25	(SDDR)	Specification deviation disposition report (SDDR) Attached SDDR to be filled & submit along with offer.[ In case of NO deviation is taken, NIL report to be submitted ]	

SPECIFICATION DEVIATION DISPOSITION REPORT					
Specification:	Item				
Enq.No & Date					
Vendor Name					
SPECN					
Page	Clause	Details Of Deviation With Reason	Disposition By Bhel		
Signature Of Vendor				Reviewed By	
" AGREED DEVIATION "				APPROVED BY	
if any to be incorporated in the PO in the event of order.					

The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "not applicable". No column should be left blank. Non filling-up of columns may lead to rejection of your offer. If there is any difference (in the points accepted/confirmed) between the offer and this filled-up commercial terms & conditions sheet, the later only shall prevail.

Date:

SIGNATURE WITH SEAL



**\*\* (To be submitted In the company letter head by supplier) \*\***

**Subject: Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017)**

**References:**

[https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf](https://doe.gov.in/sites/default/files/OM%20dated%202023.07.2020.pdf)

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20NO%201%20dated%202023%20July%202020.pdf>

<https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf>

**From.**

M/s \_\_\_\_\_

Address: \_\_\_\_\_

I/we are bidder from \_\_\_\_\_ (country). We does not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.



#### Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

#### Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
  - b) “control” shall include the right to appoint majority of the directors or to control the management rights or shareholder’s agreement or voting agreement.
- 2) In case or a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
  - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
  - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  - 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
  - 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belongs to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format\*\*

Dated: \_\_\_\_\_

Authorised Sign and stamp \_\_\_\_\_



**\*\*(To be submitted In the company letter head by supplier)\*\*\*\***

## **Declaration of Local Content by Local supplier**

**Subject:** Public Procurement (Preference to Make In India)

### **References:**

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

[http://dipp.nic.in/sites/default/files/publicProcurement\\_MakeinIndia\\_15June2017.pdf](http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf)

[http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017\\_28052018.pdf](http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf)

[https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019\\_0.pdf](https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf)

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

We hereby declare with reference to above subject and references that

M/s -----(Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the goods and services

(or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (fifty percent) defined in the above government notification for the goods and services

(or)

Non Local supplier (If not belonging to Class-I & Class-II)

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II) .....

Product:-----

Project:.....

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

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature M/s-----

(Signature and seal)

Place:.....

Date:.....