



BHARAT HEAVY ELECTRICALS LTD

Seamless Steel Tube Plant (SSTP),
Trichy - 620 014, India

BHEL Enquiry No. :

Enquiry Dt :

Enquiry due date :

ANNEXURE – B&C

SI No	BHEL TECHNICAL CUM COMMERCIAL TERMS AND CONDITIONS for INDIGENOUS VENDORS	Vendor's Confirmation
1	Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".	
2	The vendor shall provide necessary drawings, Test Certificates/Chemical composition certificate, Shelf life/DATE OF Manufacturing/Date of Expiry and Operating Maintenance Manuals as called for in the Technical Specification, in the required number of copies at no extra cost. Specific <u>Make / Brand</u> of the item if any shall be indicated clearly in the offer	
3	Guarantee / Warranty certificate to be provided wherever applicable. Replacement during warranty period shall be supplied free of charge on FOR SSTP BHEL basis. The supplied item shall be guaranteed for 12 months from the date of material acceptance. In case of any failure or trouble reported , the supplier shall replace the item free of cost	
4	Vendor to indicate Quoted/Not Quoted item wise in Technical bid (Part I)	
5	Prices shall be quoted item wise only in the Price bid (Part II).	
6	In case of Dealer , Authorization certificate from Principal supplier is required	
7	Prices shall be quoted on "FIRM PRICE" basis only. The prices should be only on FOR SSTP/STORES, BHEL, TRICHY -14 basis, inclusive of Taxes, Packing & Forwarding, Freight & Insurance / other charges if any. Complete break-up of the quoted price in the required price bid format shall furnished by the Bidder.	
8	Validity of offer shall be 75 days from the date of Tender opening.	
9	Delivery period should be within 03 Month from the date of Purchase order. All items shall be properly packed to avoid any transit damages. You are not accepted delivery period, your offer will be Liable for rejection.	
10	Liquidated damages @ ½% per week subject to a maximum of 10% of the order value shall be applicable for delay in deliveries. If LD Clause is not accepted, offer will be Liable for rejection..	
11	<p>Breach of contract, Remedies and Termination:</p> <p>a) In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed.</p> <p>b) In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:</p> <p>i. from dues available in the form of Bills payable to defaulted supplier 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>c) Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.</p>	
12	Following Risk Purchase clause shall be applicable: The Purchaser at his option will be entitled to terminate 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 or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	

BHARAT HEAVY ELECTRICALS LTD

**Seamless Steel Tube Plant (SSTP),
Trichy - 620 014, India**

13	Payment terms -100% Payment due on 90th day from issue of CRAC. In case Vender falls under MEDIUM category, 100% due on 60th day from issue of CRAC. In case Vender falls under MICRO or SMALL category, 100% due on 45th day from issue of CRAC. For last two cases tenderer will have to furnish valid MSME certificate proof (UDYAM Certificate).You are not accepted BHEL payment term, your offer will be Liable for rejection..	
14	GST No., applicable GST % along with HSN code should be mentioned in the offer and the GST benefit (If any) shall be passed on to BHEL.	
15	Vendor contact person details Name : Mobile No. E Mail	
16	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 bidde,: 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 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. "	
17	In case of MICRO/SMALL/MEDIUM vendor – MSME Regn. No. along with MSE certificate with Original CA certificate for latest audited year or a copy of UDYAM certificate to be enclosed	

NOTE:-

It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.

Your specific acceptances to BHEL Payment terms, LD and Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.

Vendor Name & Address

**Vendor code (BHEL Trichy code)
(optional if available)**

Signature & Office Seal of the vendor