

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI

CAPITAL PURCHASE

Annexure-A

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE INDIGENOUS VENDORS.

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list 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, BHEL reserves the right to reject such offer)

CHECK-LIST FOR INDIAN VENDORS

Sl. No.	DESCRIPTION
1.	❖ The Bidders shall submit their offer through E-Procurement website only https://bhel.abcpocure.com/EPROC. ❖ <u>Part I - Technical and Commercial Bid</u>: This should contain all the copies of technical bid together with un-priced commercial bid. ❖ <u>Part II - Price Bid</u>: This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I. Offers will be accepted & received till 14.00 Hr. on the due date. Therefore, Vendors shall ensure to submit the offers before this time. Late offers will not be considered. Bidders are requested to refer to “DSC Guidelines” & “Bidder Manual” for submission of e-tender through EPS portal. Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered. In case of necessity BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Kindly login to www.bhel.com for further information regarding RA.
2.	<u>OPENING OF TENDERS:</u> The Part I - Technical & commercial bid alone would be opened on the Tender opening date through EPS. The Part II - Price bid of technically suitable Bidders alone would be opened through EPS. The Technically Suitable Bidders would be informed about the Price Bid opening date through e-mail / EPS. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - Price bid.
3.	<u>Taxes and Duties</u> All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with GST & GSTIN, HSN/SAC code etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, GST No. 33AAACB4146P2ZL, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, TAN: CHEB03560E, Service Tax Registration No (STC)- AAACB4146PST006. Assessment circle Thiruverambur.
4.	<u>Special Provisions for Micro and Small Enterprises (MSE)</u> 1. 25% of the tendered quantity is earmarked for MSE suppliers in this tender. 2. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs and 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs. 3. In case MSE vendor participating in the tender quotes within the price band of L-1+15%, they will be allowed to supply the portion of the requirement subject to acceptance of L-1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately. 4. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either valid NSIC Certificate or Udyog Aadhaar (UAN) along with attested copy of CA certificate (Format enclosed as per Annexure – C) applicable for the relevant financial year (latest audited), certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small). Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Offer/s received without these documents will lead to consideration of their offer at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier.

No row shall be left blank. Please indicate NA, in case the item is "Not Applicable"		Vendor's confirmation
5.	Validity: Validity of the offer should be 120 days from the date of tender opening.	
6.	Release of Purchase Order: PO will be released on the successful L-1 vendor in single package basis.	
7.	Payment Terms: 100% quarterly payment will be made at the end of each quarter within 45 days from date of submission of invoices and certification by user dept. Any deviation in the above payment terms, any other conditions in the Payment Terms or any other Payment Terms will not be accepted and offer will not be considered.	
8.	Liquidated Damages (LD): If the vendor fails to deliver/maintain the software license within the AMP period, a penalty @ 0.5% per week or part of the week (subject to a maximum of 10% of PO value) will be recovered. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). For the purpose of Imposing LD, the FOB delivery (B/L date) shall be considered. Bidder should indicate the LD mode (single delivery or staggered delivery) on the confirmation column, otherwise single delivery date will be considered for further evaluation.	
9.	Risk Purchase: Alternatively, 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 despatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
10.	Delivery Terms and evaluation process: Indian Bidders should submit their offer for FOR- BHEL basis. Packing & Forwarding and Freight & Insurance charges from works to respective BHEL unit, to be indicated separately if extra from basic rate. Applicable % of GST, GSTIN & HSN/SAC Code should be clearly indicated. Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL)	
11.	Guarantee: Vendors shall provide a guarantee for a period of 12 months from the date of commissioning of the software or 18 months from date of supply, whichever is earlier. The date of B/L or AWP shall be taken as the date of supply. Also, PBG has to be submitted which shall cover the guarantee period (with additional 3 months as claim period). <u>Offers from vendors not accepting the requested guarantee period will be rejected.</u>	
12.	Inspection & Testing: All software shall be subject to inspection by BHEL and acceptance of the software will be carried after installation of the software at BHEL.	
13.	Test certificates / Operating and Maintenance Manuals: The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.	
14.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
15.	If offers are received from both OEM/ Manufacturer and authorized Dealer or Agent, then offer submitted by OEM/ Manufacturer will only be considered, offer of Dealer or Agent will be ignored.	
16.	Suspension of Business Dealings: Guidelines for Suspension of Business Dealings with Suppliers/ Contractors are available in BHEL website http://www.bhel.com . Bidders are requested to go through the same at their own interest for information.	
17.	Fraud Prevention Policy: The 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.	
18.	ARBITRATION: Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed by Head of the BHEL Units/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Tiruchirappalli. The cost of arbitration shall be borne as per the award of the Arbitrator. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract.	

19.	➤ Point to point confirmation for the Technical Specification enclosed to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specifications will be liable for rejection. If needed additional sheets shall be used. ➤ Equipment offered shall be "New". Re-built / Re-conditioned / Used equipment's will not be accepted. Incomplete offers will not be considered for further processing. ➤ BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units. ➤ BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL. ➤ The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost ➤ The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.		
20.	Company Details & Contact		
	Full Address of the company for future correspondence / placing order. (Copy of address proof & PAN card shall be attached along with Part-I)		
	Company Email ID:	Phone No.:	
	Fax No	Pan No with copy	
	GST No	HSN Code	
	Name of the contact person:	SAC Code	
	e-mail ID	Mobile No.	
21.	TO BE CONFIRMED BY VENDOR		
	Country of origin:		
	Station of dispatch / Port Of Shipment		
	Delivery Terms: FOR Destination basis		
	Packing & Forwarding Charges in % or Lump sum, if extra from basic rate		
	% of GST		
	(If applicable only) Installation & Commissioning charge is inclusive (or) exclusive on basic rate.		
	% of GST for Installation & Commissioning charge		
	Freight & Transit insurance charges (if any, in Lumpsum (or) percentage) from Dispatching station to BHEL.		
22.	DELIVERY SCHEDULE: Supply Portion: Delivery schedule from the date of Letter of Intent / Purchase Order. (This should be inclusive of Order acceptance, drawing approval and time period required for receiving goods at BHEL etc.) Time period required for Installation / Erection & Commissioning from date of site clearance given by BHEL.		
23.	Weight & Cubage of package: Approximate Net weight of the total consignment: Approximate Gross weight of the total consignment: Approximate volume of the total consignment:		
For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail < shrivastava@bhel.in >			

NOTE: -

- a) Your specific acceptances to our Payment terms, LD, Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.
- b) **No row shall be left blank. Please indicate NA, in case the item is "Not Applicable"**

Declaration: -

We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

(AFFIX OFFICIAL SEAL HERE)

Signature with date:

Name:

Designation:

Department:

(Please Affix Your Signature with Seal on Each Page)

Certificate by Chartered Accountant

This is to Certify that M/s., hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, Entrepreneur Memorandum No (Part - II) dtd:....., Category :.....(Micro / Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.5.0.1722(E) dated October 5, 2006:

Rs.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lacs

The above investment of Rs..... Lacs is within permissible limit of Rs.....Lacs for Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant