

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI
MM / SERVICES / CP&SP

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. In case of any assistance, please Contact: +91-79-68136809/871/861/823/872. 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.
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. BHEL will consider MSE vendor as per Government guidelines. 2. 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. 3. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either valid NSIC Certificate or Udyog Aadhaar (UAM) 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. 4. Payment for MSE Indigenous vendors will be as per MSMED Act 2006.

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: a) Purchase Orders will be released on successful L-1 vendor on single package basis. b) Separate orders for supply & service will be released on the successful L-1 vendor. (Service order released only in the case of, Installation / erection / commissioning portion are applicable on tender scope & quoted separate charge for same by vendor).	
7.	Payment Terms for supply Portion: a) 80% of payment will be released after receipt & acceptance of supplied material. b) Balance 20% of payment will be released within 45-90 days after receipt, acceptance & commissioning of supply materials against submission of 10% PBG for a Warrantee period of 18 Months.	
	Payment Terms for Installation & Commissioning Portion (if applicable only): 100% of the installation / commissioning charges (in case contract involves erection / installation / commissioning) shall be paid only on completion of such erection / commissioning at BHEL, Tiruchirappalli.	
	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.	Performance Bank Guarantee (PBG): The bidder in the event of an order, should furnish a Bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a format prescribed by BHEL, along with the order, for an amount equivalent to 10% (Ten percent) of the value of the contract. The PBG shall be valid for a period of 18 months from the date of despatch or 12 months from the date of receipt / acceptance / commissioning of equipment at BHEL, Tiruchirappalli whichever is more, with a claim period of two months. The Performance Bank Guarantee shall be obtained from any one of the following banks which is a member bank in our consortium of Banks: List of Consortium Banks DEUTSCHE BANK AG, HDFC BANK, CITI BANK NA, STANDARD CHARTERED BANK, ICICI BANK LTD, THE HONGKONG & SHANGHAI BANKING CORPORATION LTD, JP MORGAN, AXIS BANK, THE FEDERAL BANK LTD., KOTAK MAHINDRA, INDUSIND BANK, YES BANK. List of Nationalised Banks ALLAHABAD BANK, ANDHRA BANK, BANK OF BARODA, CANARA BANK, CENTRAL BANK, CORORATION BANK, INDIAN BANK, INDIAN OVERSEAS BANK, ORIENTAL BANK OF COMMERCE, PUNJAB NATIONAL BANK, PUNJAB & SINDH BANK, STATE BANK OF INDIA, SYNDICATE BANK, UCO BANK, UNION BANK OF INDIA, UNITED BANK INDIA, VIJAYA BANK, IDBI. <u>If PBG is issued by foreign counter part of the BHEL consortium Indian Bank, in case of claim against the PBG, it will be lodge in any one of the Indian counters of the Foreign Bank which issued the PBG.</u>	
9.	Liquidated Damages (LD): The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. Where the seller supplies or dispatches the goods, beyond the delivery period Liquidated Damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value. Detail of LD mode are shown below: Single Delivery Date (Material Dispatched after Due date) Once the delivery due date is crossed, bills have to be clubbed till final despatch and forwarded for processing of payment as a single bunch. LD percentage will be calculated from Delivery due date to final despatch date. (100% Order should be completed for processing the bill) Staggered Delivery LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value. PO Pending value (each Bill Value) up to Max 10 % of Total PO value) 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, (i) B/L date for "CFR Terms" (Import supplies) or (ii) LWB date for "FOR Delivery Terms" (Indigenous supplies) shall be considered.	
10.	Risk Purchase: 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 in addition to penalty at the rate mentioned in our LD clause.	

11.	Delivery Terms and evaluation process: Indian Bidders should submit their offer for FOR-BHEL, Tiruchirappalli basis . Quoted rate should be inclusive of Packing & Forwarding and Freight & Insurance charges from works to BHEL, Tiruchirappalli. Applicable % of GST, GSTIN & HSN Code should be clearly indicated. Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL-Trichy).	
12.	Guarantee: Vendors shall provide a guarantee for a period of 12 months from the date of commissioning of the equipment or 18 months from date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply. <u>Offers from vendors not accepting the requested guarantee period will be rejected.</u>	
13.	Short shipment / Warranty replacement: In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the supplier. Any warranty replacement during the warrantee period shall be on FOR-BHEL, Tiruchirappalli basis.	
14.	Inspection & Testing: All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL stores or at any other place in India indicated by BHEL as the case may be. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch however, final inspection and acceptance of the machine will be carried after installation of the machine at BHEL, Tiruchirappalli.	
15.	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.	
16.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
17.	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.	
18.	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.	
19.	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.	
20.	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 thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be the place from which the Contract is issued. The cost of arbitration shall be borne as per the award of the Arbitrator. Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.	
21.	➤ 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.	

22.	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:		GST No. with copy	
	Fax No		Pan No with copy	
	Name of the contact person:		HSN Code	
	Phone No.:		SAC Code	
	e-mail ID		Mobile No.:	
23.	TO BE CONFIRMED BY VENDOR			
	Country of origin:			
	Station of dispatch / Port Of Shipment			
	Delivery Terms: FOR BHEL Trichy Stores basis			
	GST % applicable for supply			
	Installation & Commissioning charge is inclusive (or) exclusive on basic rate (If applicable only) .			
	GST % applicable for Installation & Commissioning charge			
24.	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 Trichy etc.)			
	Time period required for Installation / Erection & Commissioning from date of site clearance given by BHEL, Trichy.			
25.	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 <shijulal@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)