ANNEXURE – A

TECHNO - COMMERCIAL TERMS AND CONDITIONS

Description of the Material:	
BHEL Tender No. & Date	

GENERAL INFORMATION

QUOTATIONS: Interested bidders / Suppliers shall submit their offer through e-Procurement mode at https:// bhel.abcprocure.com Offers in any other mode will not be accepted. For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps. In case of any assistance, please contact for support in this link: https://bhel.abcprocure.com/EPROC/contactus

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's Issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

Sl. No.	Terms and conditions	Vendor's confirmation
1	**Technical Offer:** Shall be as per technical documents attached in the Enquiry or reference PO/ 's as mentioned. Deviations if any may be indicated in the Technical Deviation Format attached with the enquiry.	YES / NO
2	**Firm Price:** The quoted / finalised rates shall be Firm till execution of the supplies. Vendor has to quote price according to the requirement as detailed in the attached technical documents. Unless there is a change in technical specification from BHEL side, impact price will not be allowed. Vendor to quote rates according to the attached technical documents. In case of any pre-bid query, please contact: Mr. Bimal Kanta Sethi, Dy.Manager/Materials Management /BOI Tel: 0431-2574175, email: bksethi@bhel.in Mr. G Murugesan, Sr.Engineer/Materials Management/BOI or Tel: 0431-2577072, email: gmuru@bhel.in Mr. K Saranvakumar, SAO –Gr1/Materials Management/BOI ,email: sbpurdd@bhle.in and get your queries cleared before submitting the offer in EPS. Rates/ other price elements once quoted in the Enterprise Procurement System (EPS) cannot be changed after due date shall remain final.	Accepted / Not Accepted
3	**All project requirements are to be considered as a single package.**	Noted
4	**Delivery term (Indigenous vendors): FOR / BHEL Trichy stores basis:** The quoted Rate shall be inclusive of Packing, Forwarding and Freight. Insurance will be on BHEL scope; you have to quote accordingly. (Ex-Works, Freight to pay basis is not acceptable to BHEL.)	Accepted / Not Accepted
5	**Payment terms (Indigenous vendors):** 90% direct payment after 60 days on receipt & acceptance of material at BHEL Trichy stores. Balance 10% payment will be made against successful commissioning of the system at project sites. MOM made with BHEL site / customer after successful commissioning will be required to process the balance 10 % payment. **Any deviation in the above payment term, any other conditions in payment term or any other payment term will not be accepted and the offers of such vendors are liable for rejection.**	Accepted / Not Accepted
6	**Delivery term (IMPORT vendors): FOB Basis**: The quotes shall be on **FOB/Nearest GATE WAY Airport basis.** (Schedule – F for Gateway Airport detail is attached)	Accepted / Not Accepted
7	**Payment terms (IMPORT vendors):** 90% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account. Balance 10% payment will be made against successful commissioning of the system at project sites. In the case of LC payment, only usance LC with 60 days credit will be opened one month prior to material readiness, further loading will be considered @ 1.5% on the offered value. Hence supplier shall intimate the material readiness accordingly for opening LC. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account. **Any deviation in the above payment term, any other conditions in payment term or any other payment term will not be accepted and the offers of such vendors will not be considered.**	Accepted / Not Accepted
8	**Liquidated damages (LD) for staggered delivery Schedule:** Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of 0.5% of the pending PO value per week of the delay or part thereof subject to a maximum of 10% of the total order value.	Accepted / Not Accepted

8	**Loading Criteria LD / Penalty:** Any deviation on BHEL LD clause, loading (on Offered Value) will be applied to the extent to which it is not agreed by the bidder.	Accepted
9	**Guarantee / Warranty Period**: Guarantee clause 18 months from the date of supply or 12 months from the date of actual put in use, whichever is earlier.	Accepted / Not Accepted
10	**Deviation in Guarantee / Warranty Period:** No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period. Their offer will be rejected.	Accepted / Not Accepted
11	**Delivery Period:** BHEL standard delivery is **<u>Eight weeks from the date of document approval</u>**, two weeks extra shall be given for submission of documents by vendor, for Engineering approval after PO placement. Vendor quoted delivery period shall include all the activities i.e. manufacturing / production, Inspection, Packing, Forwarding and dispatch.	Accepted / Not Accepted ……………….
12	**Erection & commissioning:** As per specification clause 22, erection assistance & commissioning of the system is in vendor's scope. No of cameras**: 4 cameras /unit**; Vendor to quote lump sum charges /unit separately in EPS – Part-II Bid (PRICE BID) Total value for erection & commissioning charges will be arrived as quoted per unit lump sum charges X no of units (ie Quoted lump sum charges / unit X 07) Project details are given below of E&C requirement: Project / Location / No of units: Mejia – 7,8 R&M (4247,4248) / MEJIA / 02 Koderma – 1,2 R&M (4249 4250) / KDERMA / 02 Durgapur– 1,2 R&M (4251,4252) / DURGAPUR / 02 Bokara-1 R&M (4253) / BOKARA / 01 Note: As per site requirement, vendor to make site visit to respective project sites & after successful commissioning, vendor shall make MOM with BHEL site / customer. MOM copy is required for further processing of commissioning invoice for payment.	Noted
13	**Risk purchase:** If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract / cancel the PO 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 delivery period mentioned in the PO. This clause is mandatory, for the vendor to accept, else the offer will be summarily rejected. If not acceptable, please mention the same in writing, in the next column.	Accepted
14	Validity: 120 days from techno commercial bid opening date	Accepted / Not Accepted
15	**GST DETAILS, BHEL TRICHY GST No. 33AAACB4146P2ZL**	Noted
16	Please mention your GSTIN Number	
17	HSN Codes for Quoted Material:	
18	Applicable GST Rate:	
19	**Implementation of GST** 1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. 2. Supplier shall mention their GSTN registration number in all their invoices 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., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc. 3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). 4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.	Noted (N/A for Foreign vendors)

	5. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so. 6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any 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 (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills	
20	Submission of SRF is parallel activity to register the firm with BHEL under PMD for Unregistered BHEL (Non-PMD) Temporary vendors for this item code. For more details, refer Annexure C. Registered BHEL PMD vendors (for this item / Material group) need not submit the SRF and this point is not applicable.	Noted
21	**BENEFITS TO MSE VENDOR:** MSE suppliers can avail the intended benefits only if they submit along with the offer, attested/notarized copies of either 1. Valid NSIC certificate or EM II certificate along with CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status (MICRO or SMALL) where the deemed validity of EM II is over. OR 2. Udyog Aadhaar Memorandum No. & CA Certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry, in case of any deficiency in the above required documents or in case the documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal even if submitted earlier. Documents should be notarized or attested by a Gazetted officer. **For Package basis (Non-Splitable):** i. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor. ii. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE. iii. If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on. iv. Finally if none of the MSE vendor in the price band is not accepting, it will be ordered on L1 non MSE vendor. **For Item wise evaluation (Splitable):** If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for 25% of the tendered quantity. ➢ 3% reservation for women owned MSEs, within the above mentioned 25% reservation. ➢ 6.25% reservation from MSE owned by SC / ST entrepreneurs, within the above mentioned 25% reservation. In case of more than one such MSE, the supply shall be shared proportionately. **Payment for MSE indigenous vendors will be as per MSMED Act, 2006.**	Accepted / Not Accepted (N/A for Foreign vendors)
22	MSE VENDOR	YES / NO
23	IF MSE VENDOR PROVIDE UDYOG AADHAR MEMORANDUM No. (UAM)	
	Definitions of MSEs owned by SC/ST is under: • In case of proprietorship firm, proprietor must be SC/ST. • In case of partnership firm, the SC/ST partners must be holding at least 51% shares in unit. In case of private limited companies, at least 51% share must be held by SC/ST promoters. Authorised Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered. • District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1st class stipendiary magistrate / Sub divisional Magistrate / Taluka Magistrate / Executive magistrate • Chief Presidency magistrate / Additional chief presidency magistrate/Presidency magistrate. • Revenue Officer not below the rank of Tehsildar. • Sub-Divisional officer of the area where the individual and / or his family normally resides. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.	Accepted / Not Accepted (N/A for Foreign vendors)

24	**Document Submission: Along with the offer:** 1. Sub-delivery enquiry deviation format. 2. Filled-in/signed Commercial terms and conditions (this document) to be submitted. 3. If MSE vendor, Please attach UAM No. along with CA Certificate 4. All the technical documents which have been attached along with our enquiry i.e Specification, QP, Packing Procedure, Data Sheet signature to be endorsed on all pages with company seal. 5. Self-Certification certificate for local content %	Submitted/ Not Submitted
25	Any deviation on technical/QP/packing requirements shall specifically be indicated in the "sub-delivery enquiry deviation format" attached along with the enquiry. Deviations / clarifications declared elsewhere will not be evaluated. Also, any deviations from the commercial terms and conditions shall be clearly spelt out in this format itself. Deviations / clarifications declared elsewhere will not be evaluated. Deviations taken, if any, by vendor as per our requirement above shall be clearly got accepted by BHEL in writing during enquiry stage itself. In the event of an order no deviations, unless accepted clearly by BHEL in writing during enquiry stage will be entertained and all other techno-commercial requirements will be binding on successful bidder and failure to execute the terms will lead to disciplinary action by BHEL against the said bidder.	Accepted / Not Accepted
26	**Enquiry as a package**: All project requirements are to be considered as a single package for evaluation purpose and L1 finalization. L1 finalization will be done based on total cost BHEL basis including lump sum erection & commissioning charges quoted for all units, after all loadings as applicable wherever deviations are observed. Hence partial quantity offer will be rejected.	Accepted / Not Accepted
27	While submitting price bid in the EPS, vendor shall not quote different prices for identical items listed in enquiry (main boilers & spares). In case different prices are quoted for same / identical items/ materials, lowest of the two will be considered for ordering.	Accepted
28	Vendor to submit unpriced bid along with the Part-I Bid in the EPS.	Attached / Not attached
29	Vendors who have registered themselves as MSE, cannot claim the benefits unless they submit the UAM No. along-with the EPS offer for each tender; failing which vendor shall not claim MSE benefits. (N/A for Foreign vendors)	Accepted / Not Accepted
30	Any pre-bid queries / clarification / document requirement etc. shall be asked within 3-4 days of floating tender in EPS. Tender due date extension will not be given without valid reason. Tender due date extension request has to be given before due date / time along-with a valid reason.	Noted
31	It has been observed that vendor gives confirmation to commercial terms & conditions specified in this Annexure and gives different terms & conditions in the unpriced bid / offer documents.	ACCEPTED
32	"Sub-Delivery Enquiry Deviation Format" is important document which has to be filled, (signed & sealed) with all the technical reference document detail and attached along with the offer in the EPS. In case of no deviations. Please mention NIL DEVIATION.	Attached / Not Attached
33	All the technical documents, if attached by BHEL along with the enquiry/ RFQ (Specification / Drawing / QP / Datasheet / Packing Procedure etc.) which are part of this e-tender, should bear your conformation / confirmation and sign with seal on each page. The same shall be scanned & attached as PDF files along with the offer for technical evaluation. (In case of Spares, reference PO is mentioned in the tender general notes, then technical documents need not be submitted, however, Deviation format mentioning the reference PO needs to be submitted)	Technical Docs Submitted / Not Submitted
34	Technical / commercial clarification, if any, will be initiated through EPS / email. Vendor to respond to the clarifications within 3 working days. If the vendor fails to respond, even after three reminders, then the vendor will be considered as non-responsive and is liable to be rejected. Please note that EPS generates auto email whenever clarification / tender event is scheduled. Vendor to keep track and respond immediately.	Noted
35	**Fraud Prevention Policy :** Suppliers involving in fraudulent practices or delayed supply (or) non-Supply will be dealt with provision as indicated in "Guidelines for Suspension of Business Dealings with Suppliers / Contractors" which is hosted in website www.bhel.com The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 1.0 Integrity commitment, performance of the contract and punitive action thereof: 1.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in transparent and fair manner, and with equity. 1.2 Commitment by Bidder / Supplier / Contractor: 1.2.1. The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. 1.2.2. The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issues from time to time by Govt. of India / BHEL. 1.2.3. The bidder / supplier / contractor will perform / execute the contract as per the contract terms & Conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of	Noted

<table>
<tr><td></td><td>the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.</td><td></td></tr>
<tr><td>36</td><td>PO Acknowledgement: Within 5 days from the date of receipt of scanned PO copy through email.</td><td>Accepted</td></tr>
<tr><td>37</td><td>Document Submission after PO: Complete set of valid Documents as per BHEL format viz., Datasheet, GA drawing and QAP / RQP / VQP are to be submitted within 14 days from the date of receipt of PO (e-mail copy). If there is a delay in submission of valid documents within 14 days, the delay will be accounted for the calculation of LD.</td><td>Accepted</td></tr>
<tr><td>38</td><td>Inspection notice period: Vendor shall raise inspection call to Third Party Inspection Agency / BHEL at least three working days, prior to the proposed date of inspection.</td><td>Accepted</td></tr>
<tr><td>39</td><td>Vendor shall dispatch the consignment within 3 working days after getting dispatch clearance from BHEL, subsequent delay will be accounted for calculation of LD.</td><td>Accepted</td></tr>
<tr><td>40</td><td>In the event of PO, the reference date for LD calculation will be date of final inspection Agency's signed Inspection report / Test certificates for Ex-Works & FOB contracts. The reference date for F.O.R contracts will be Invoice date / Lorry way bill date LR date/ Railway Receipt date, whichever is later.</td><td>Accepted</td></tr>
<tr><td>41</td><td>Staggered Delivery: This is the requirement for various DVC R&M projects, having different delivery schedule, hence vendor to supply the camera system in staggered delivery; tentative delivery schedule is given below
<table>
<tr><th>Project</th><th>Cust number</th><th>Delivery by</th></tr>
<tr><td>Koderma -1</td><td>R5/4249</td><td rowspan="2">APRIL 2020</td></tr>
<tr><td>Bokaro- 1</td><td>R5/4253</td></tr>
<tr><td>Mejia - 8</td><td>R5/4248</td><td rowspan="2">JUNE 2020</td></tr>
<tr><td>Durgapur -2</td><td>R5/4252</td></tr>
<tr><td>Koderma - 2</td><td>R5/4250</td><td>APRIL 2021</td></tr>
<tr><td>Mejia -7</td><td>R5/4247</td><td rowspan="2">JUNE'2021</td></tr>
<tr><td>Durgapur - 1</td><td>R5/4251</td></tr>
</table></td><td>Noted</td></tr>
<tr><td>43</td><td>For IMPORT vendors: Exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (part -I bid in case of two part bid) shall be considered for evaluation. Tender will be finalized on the basis of "TOTAL COST" basis to BHEL including all loading as applicable.</td><td>Noted</td></tr>
<tr><td>44</td><td>For IMPORT vendors: Test certificate as applicable shall be submitted prior to despatch for our review and approval. Shipment shall be made only after obtaining despatch clearance from BHEL. All test certificates /Country of Origin Certificate etc are to be given free of cost.</td><td>Noted</td></tr>
<tr><td>45</td><td>Inspection & testing requirements: Inspection and testing requirements are to be carried out as per the specification and BHEL/customer approved QAP and all test certificates are to be submitted in complete set as indicated in our specification /QAP. In case of Vendor QP the same shall be submitted for approval along with the offer.</td><td>Noted</td></tr>
<tr><td>46</td><td>Repair & replacements: Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end. All incidental charges like freight, insurance and customs duty / GST are to vendor account only. The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. The defective parts / components will not be returned back to vendor works by us due to procedural problems.</td><td>Accepted</td></tr>
<tr><td>47</td><td>BHEL reserves the right to cancel / modify the tender, if the need so arises, without assigning any further notice or reason therefore.</td><td>Accepted</td></tr>
<tr><td>49</td><td>For this procurement, Government of India Order: Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable, even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Default margin of purchase preference shall be 20% to local suppliers, with default minimum local content of 50%.</td><td>Noted</td></tr>
<tr><td>50</td><td>Self-certification in Letterhead indicating the percentage of Local content shall be submitted.</td><td>Submitted / Not Submitted</td></tr>
</table>

By signing this Annexure, the vendor consents that the terms & conditions accepted in this Annexure alone, shall be binding between BHEL and the Vendor; and no other terms mentioned, elsewhere in the Offer / Quotation will be considered / accepted by BHEL.

Signature with Company Seal