

**ANNEXURE-C TO ENQUIRY No. NIT 39003 (1480306E) dt 02.06.2018**

| Sl No | DESCRIPTION                      | BHEL'S REQUIREMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | SUPPLIER'S COMMENTS |
|-------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 01    | PRICE                            | shall be firm till supply completion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |
| 02    | DELIVERY TERMS                   | FOR, DESTINATION (Destination :BHEL, Ranipet-Stores)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |
| 03    | PACKING&FOR WARIDING             | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |
| 09    | PAYMENT                          | 100% within 45 days after receipt & acceptance of materials at our end for registered MSE (Micro & Small) supplier.<br>(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 no of weeks from the date of PO).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                     |
| 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 | "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders shall give their acceptance with their offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of the bids, in case BHEL decides to go for RA."                                                                                                                                                                                                                                        |                     |
| 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                                                                                                                                                                                                                                                                                                                                                   |                     |

**ANNEXURE-C TO ENQUIRY No. NIT 39003 (1480306E) dt 02.06.2018**

|    |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|----|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|    |                      | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 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 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 #, FAX#        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 24 | E-MAIL ID,           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 25 | CELL #               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |

Date:

SIGNATURE WITH SEAL

**ANNEXURE-C TO ENQUIRY No. NIT 39003 (1480306E) dt 02.06.2018**

|    |                                                   |                                                                                                                       |
|----|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 26 | 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 |        |                                                                                    |      |                     |
|--------------------------------------------|--------|------------------------------------------------------------------------------------|------|---------------------|
| Specn                                      |        |                                                                                    | Item |                     |
| Enq.No & Date                              |        |                                                                                    |      |                     |
| Vendor Name                                |        |                                                                                    |      |                     |
| SPECN                                      |        |                                                                                    |      |                     |
| Page                                       | Clause | Details Of Deviation With Reason                                                   |      | Disposition By Bhel |
|                                            |        |                                                                                    |      |                     |
| Signature Of Vendor                        |        |                                                                                    |      | Reviewed By         |
|                                            |        | “ AGREED DEVIATION “<br>if any to be incorporated in the PO in the event of order. |      | APPROVED BY         |

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.

**I - Rate Contract Terms and Conditions to be enclosed along with enquiry:**

- (i) This Enquiry is for entering into Rate Contract for the procurement of **packing wood** required for various projects. Contractual period shall be one year from the date of finalization of the Rate Contract for ordering.
- (ii) The Rate Contract Period for One year means twelve months from the date of Letter of Intent/ PO .
- (iii) The quantity indicated is tentative only. The qty indicated are not guaranteed requirement. It may increase / decrease. However our present firm requirement for is 50% of the tender quantity.
- (iv) Rates shall be firm and shall be valid for ordering for a period of twelve months from the date of Letter of Intent/PO. This means the order can be released on the last date of the Contract period.
- (v) The rates shall be firm till completion of supplies.
- (vi) Vendor shall indicate in the commercial offer their delivery capacity with delivery period.
- (vii) Also vendor shall indicate their delivery capacity with delivery period from the date of release of subsequent addendums that can be released by BHEL based on further requirement.

**(VIII) Vendor shall offer their prices on F.O.R.BHEL Stores, Ranipet basis i.e. price shall be inclusive of P&F and Freight & Insurance.**

- (xx) Vendor shall furnish all the details as per the enclosed commercial terms & conditions format.
- (x) **Offers shall be submitted in two parts** (Two sealed covers) i.e. Technical offer along with commercial terms and condition in one bid and price in another bid. (I.e. on or before enquiry due date by 14.00 Hrs.). **Enquiry Reference Number shall be written on the cover.**

**II - Special Terms and Conditions**

- (i) BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer & place orders accordingly in any proportion based on commitment, requirement and supplier's capability in terms of delivery and quality as detailed above vide clause viii & ix.
- (ii) Lowest prices received against BHEL tenders need not be the technically acceptable  
L1 price and BHEL reserves the right not to consider the same.
- (iii) BHEL reserves the right to negotiate or re-float the tender opened if L1 price is not  
the lowest acceptable price to inter-alia other reasons.
- (iv) BHEL reserves the right to negotiate the L1 rates.
- (v) BHEL may order on more than one vendor at the lowest acceptable price to BHEL.

**III – Technical requirements:** as per tech. specification and drawing.

**IV – Quality requirements:** - As per BHEL approved quality plan.

**DGM/Purchase**