

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI

CAPITAL PURCHASE

Annexure-A

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE 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 VENDORS

SI No	DESCRIPTION
1	The Bidders shall submit their offer in TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope. ❖ Envelope I: This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked <u>"Part I - Technical and Commercial bid"</u>, indicating Enquiry No., Due Date and Address & Reference of the Bidder. ❖ Envelope II: This sealed envelope should contain <u>Price Details</u>. This envelope should be clearly marked <u>"Part II - Price Bid"</u>, indicating Enquiry No., Due Date and Address & Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I. All the two envelopes (Part I&II) shall be put in one cover, duly sealed, super scribing as <u>"Part I and Part II of Enquiry No., Due date of opening"</u> and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening. 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. The Tenders should be addressed to the following address to The Tender Opening Cell/MM Room No-26 , Building – 24 , Ground Floor Bharat Heavy Electrical Limited Tiruchirapalli - 620014. In case personal delivery of the offer, it shall be dropped into the respective box after duly entering the data in the system kept in Room No 26. Vendors are requested to avoid submission of offers thro email / fax. In case of any unavoidable situation, offers shall be sent thro email to the following mail ID only <u>"tender_cell@bheltry.co.in"</u> As such Tenders are being opened by Common Tender opening Cell , offer covers should be sealed with tender's distinctive seal and super scribed with correct Tender NO, item of supply and due date of Opening Tenders should be free from <u>CORRECTIONS AND ERASURES</u>. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail. 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 would be opened on the Tender opening date. The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date. 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 CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Service Tax Registration No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.
4	<u>Special Provisions for Micro and Small Enterprises (MSE)</u> 1. 20% of the tendered quantity is earmarked for MSE suppliers in this tender. 2. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. 3. In case MSE vendor participating in the tender quotes within the price band of L1+15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 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 EM II (Entrepreneur Memorandum Part II) certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per <u>Annexure - C</u>) 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) where the deemed validity of EM II is over. 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 PO & Payment Terms: - Purchase Orders will be released on the successful L-1 vendor. 100% payment will be made after 45 days from the date of receipt & acceptance of materials at BHEL, Trichy. <i>Any deviation in the above payment term will attract loading as mentioned below.</i> <i>"Base rate of SBI (as applicable on the date of bid opening. Techno commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.</i> <u>Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection.</u>	
7.	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) <i>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.</i>	
8.	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.	
9.	Delivery Terms and evaluation process: Indian Bidders should submit their offer for FOR-BHEL, BHEL Trichy . Packing & Forwarding and Freight & Insurance charges from works to BHEL, Trichy to be indicated separately if extra from basic rate. 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).	
10.	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>	
11.	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, Trichy basis.	
12.	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.	
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.	Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Site/Stores with Consignee copy attached. In this case Loading will be 3% on the offered value.	
15.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
16.	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.	

17.	Reverse Auction (RA): 1. 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 to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Techno-commercially acceptable Bidders shall only be eligible to participate in the Reverse Auction. 2. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). 3. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. 4. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)." 5. As a reminder to the bidders, system will flash following message (in RED Colour) during the course of 'online sealed bid' - "Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL". 6. BHEL shall engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet, at NO extra-cost to the Bidders. Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained. Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders. 7. BHEL shall provide the calculation sheet through the Service Provider, which shall be helpful to arrive at "TOTAL COST to BHEL", like Packing and Forwarding Charges, Taxes and Duties, Freight Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA. 8. Successful bidder shall be required to submit the final prices (L1) in prescribed format for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition to the Service Provider, within 2 working days of RA without fail. 9. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com). 10. If the Bidder or any of his representatives are found to be involved in Price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines shall be initiated by BHEL and results of the RA scrapped / aborted. 11. In case BHEL decided to go for Reverse auction, the H-1 bidder(s) (whose quote is highest in the online sealed bid) may not be allowed to participate in further Reverse Auction.	
18.	ARBITRATION All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirappalli as per the Guidelines of the Govt. of India. 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	
	GSTIN 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			
	Freight & Transit insurance charges (if any, in Lump sum or Percentage) from Dispatching station to BHEL Trichy.			
22.	Delivery period 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.,			
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

Annexure-B**Bharat Heavy Electricals Limited TIRUCHIRAPPALLI/CAPITAL PURCHASE****MODEL PRICE BID FORMAT FOR INDIAN BIDDERS**

Enquiry No. & Date:

Bidder's Offer No. & Date:

Sl. No.	Description of item	Unit	QTY.	Basic Rate per Qty. (in Rs.)	Total Value for full tender Qty. (in Rs.)	GST in %	Total Value in Rs. (Including all taxes & duties)
10	As per tender specification	No.	3				
	Total Value in Words:						
	Packing & Forwarding charges (if any) in percentage (or) Lump sum						
	FOR Dispatching station value in Rs.						
	Percentage of Freight & Transit insurance charges, if any (Lump sum or %) from Dispatching station to HPBP-BHEL, Trichy.						
	Approximate Net weight of the total consignment						
	Approximate Gross weight of the total consignment						
	Approximate Dimensions of the Consignment						

NOTE:

1. SAC Code:
2. HSN Code:

Signature & Seal of Vendor

The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "Not Applicable".

GST INFORMATION

For supplies after implementation of GST i.e. after 30.06.2017, the following conditions will apply and supplier shall fully comply to the below points:

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number and related details are to be submitted as per following format along with Technical-Commercial Bid (Part-1) for further consideration of their offer:

Sl. No.	Vendor code	Vendor Name	Material Group	Updated Phone No.	Updated E-mail Id, if any	PAN of the Business (along with copy of PAN Card)	GSTIN No. along with Screen shot of the GST website displaying your GSTIN Number	HSN Code	SAC Code

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 etc., 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 and 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.

5. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty 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.

7. 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/ recovered for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/ contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.