

Annexure-B

Confirmation / Acceptance of Commercial Terms & Conditions for Indigenous Vendors
(Annexure-B to be filled, signed & stamped by Vendor and this should form a part of Techno-Commercial bid)

Enquiry No: E1993013

Enquiry Due Date: 29/07/2019

S. No.	BHEL TERMS & CONDITIONS	VENDORS RESPONSE
1.	PRICES: Prices and any discount offered shall be firm till delivery. No conditional discounts acceptable and hence shall not be entertained while calculating total cost to BHEL. Pl confirm.	
2.	INSPECTION: BHEL/customer and/or Third party appointed by BHEL shall do Inspection at your works. Third party inspection charges shall be borne by BHEL. Any other inspection/ testing charges if any are to be included in the quoted prices. Minimum 10 days' notice to be given for inspection. Please confirm.	
3.	PRICE BASIS: Price to be furnished on "FOR BHEL BHOPAL" basis including packing & forwarding and Freight charges.	
4.	DELIVERY TERMS: Vendor to clearly mention place of Delivery. M/s. BHEL prefers 'CRX BHEL (i.e. Door Delivery)' as place of delivery. Please confirm.	
5.	DELIVERY PERIOD: Delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order.	
6.	BHEL PAYMENT TERMS : 100% payment in 90 days of receipt (45 days for MSE including NSIC / Udyog Aadhar registered suppliers as per relevant act in force), subject to acceptance of material at BHEL. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.	
7.	PENALTY: Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value.	
8.	GST COMPLIANCE: HSN of material item-wise mentioned in the offer.	
	INPUT TAX credit applicable (Y/N):	
	GST TYPE & ITS percentage applicable item wise mentioned in the offer (IGST/CGST + SGST/UGST)	
9.	QUANTITY VARIATION: BHEL reserves the right to increase /decrease/cancel the quantity during enquiry stage or during execution of the contract without assigning any reason.	
10.	VALIDITY: The offer must be valid for 120 days from the date of technical bid opening. Pl confirm.	
11.	REVERSE AUCTION: BHEL reserves the right to go for a reverse auction instead of opening the sealed envelope price bid, submitted by the bidder. Conducting RA decided after techno commercial evaluation. Non-acceptance to participate in RA may result in non-consideration of their bids, incase BHEL decides to go For RA.	
12.	Public Procurement (Preference to Make in India)	
12.1	This has reference to Government of India Circular no. P-45021/2/2017-BE-II dt 15.06.2017 for Preference to Make in India and furtherance of the Public Procurement notified , the ministry of Heavy Industries & Public Entities (HI & PE) notification No. 9/4/2019 HE & MT dt. 8/6/2018, DHI Notification Dt. 8.6.2018 , circular no. 05 of 2019-20 & subsequent order issued by the respective nodal ministry with immediate effect. 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.	

	The purchase preference, if estimated value of procurement of such goods is more than Rs. 50 lakhs then based on confirmation issued by indenter about item/product nature to be divisible/splitting (clause 15 b shall be followed) a) Default margin of purchase preference shall be 20% to local supplier with default minimum local content of 45% for all items, unless any change prescribed by Nodal Ministry b) Purchase preference shall be given to local supplier in all procurement undertaken by procuring entities in the manner as preferred hereunder i) Among all qualified bids the lowest bid will be termed as L1 . If L1 is from a local supplier the contract for full quantity will be awarded to L1. ii) If L1 bid is not from a local supplier, 50% or order quantity shall be awarded to L1 thereafter the lowest bidder among local supplier to match the L1 price for the remaining 50 % quantity subject to the local suppliers quoted price falling within the way of purchase preference. c) If the item /product is not divisible & bid is evaluated on price alone then following procedure shall be followed. i) Among all qualified bids the lowest bid will be termed as L1 . If L1 is from a local supplier the contract for full quantity will be awarded to L1. ii) If L1 bid is not from a local supplier, the lowest bidder among local supplier will be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local supplier within the margin of purchase preference match the L1 price , then the contract may be awarded to the L1 bidder.	
12.2	The preference shall be provided to domestic manufacturer. A self certification complying the condition below may please be submitted on company letter head duly signed by competent authority alongwith Techno commercial offer.	
12.2.1	The local supplier at the time of tender, bidding or solicitation shall provide self certificate that item offered meet the minimum local content 45% and shall give details of location at which the local value added in is made.	
12.2.2	In case of procurement for a value in excess of Rs. 10 Crore , the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company giving the percentage of local content.	
12.2.3	False declaration will be breach of the code of Integrity under Rule 175 (iii)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of general Financial Rules along with such other action as may be permissible under law.	
13.0	Integrity pact format to be filled , signed & witness and to be submitted along with part 1 (Technical Offer). Detail of Independent External Monitor (IEM) Name : Smt. Pravin Tripathi Email : pravin.tripathi@gmail.com Address : D-243, Anupam Gardens, Lane 1B, Country Club Road, Sinik Farms, New Delhi – 110 068 Mobile No. 9811299200 The threshold limit for Integrity Pact (IP) is presently Rs. 5 Crores.	
14.0	Enquiry Items 04,06 & 07 are <u>not divisible</u> and it is to be procured from same source (vendor) in line with clause 15(c). Therefore evaluation for above items shall be done package wise. Whereas Item 01,02,03 & 05 are <u>divisible</u>, therefore same shall be evaluated in line with Clause 15,(a/b) item wise.	

In addition to above General Terms & Conditions (GTC) are also attached . Bidder has to confirm their acceptance/non acceptance specifically otherwise if nothing is written about it, it will be presumed that you have agreed with all condition mentioned

NOTE: a) DEVIATION IN ANY COMMERCIAL CONDITION ABOVE SHALL BE SUITABLY LOADED IN THE OFFERED PRICE AS PER BHEL NORMS.
b) KINDLY REFER BHEL GENERAL TERMS & CONDITIONS **BP 200102** THAT SHALL PREVAIL FOR THIS TENDER ENQUIRY.
c) IN CASE OF ANY CONFLICT, CONFIRMATION BY VENDOR PROVIDED HERE IN ANNEXURE-B SHALL SUPERCEDE.
