

ANNEXURE - A

TECHNO - COMMERCIAL TERMS AND CONDITIONS

Description of the Material:		Sensor and Sonic Tube Assembly	
BHEL Tender No. & Date		1702000310 dated 07.08.2020	
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: The Offer shall be as per following technical documents attached in the Enquiry. 1) Specification: CI:BS10:AUTOPURGE:STASA Rev.02 2) Quality Plan: QA:CI:STD:QP:73 Rev.00 3) Packing Procedure: QA:CI:STD:PR:04 Rev.03 4) Specification: CI:BS10:STD:STASA Rev.00 5) Drawing: 2-97-585-01398 Rev.07 6) Drawing: 3-97-585-12409 Rev.06 7) Spec: CI:BS10:AutoPurge:STASA Rev.00 8) 3-97-585-21633 Rev.01 9) Spec: CI:BS10:Non-Autopurge:STASA Rev.00 Deviations, if any, may be indicated in the sub-delivery enquiry deviation format attached with the enquiry.		Accepted
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. ➤ BHEL will finalize the rates through price bid opening. Hence, Tenderers are requested to give their best prices at the first instant itself. ➤ In the event of the final L1 prices are not reasonable/ acceptable to BHEL; BHEL also may resort to short closure of this Tender. ➤ In case of more than one L1 bidders, BHEL will get fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. If L1 could not be decided by this process, ranking will be decided by draw of lots in the presence of all such L1 bidders Any pre-bid query, kindly contact: Mr. Bimal Kanta Sethi, Manager/Materials Management /BOI Tel: 0431-2574175, email: bksethi@bhel.in ; Mr. G. Murugesan, Sr. Engineer/Materials Management/BOI Tel: 0431-2577072, email: gmuru@bhel.in ; Mr. K. Saravanakumar, SAO Gr.1/Materials Management/BOI, email: sbpurdd@bhel.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
3	Offer will be evaluated on item wise package for ranking & ordering. L1 finalisation will be done on item wise on total cost to BHEL basis after loading against deviation		Accepted
4	Delivery term: F.O.R BHEL/Trichy/Stores Basis: The quoted Rate shall be inclusive of Packing, Forwarding and Freight. (Ex-Works, Freight to pay basis is not acceptable to BHEL.) Insurance will be on BHEL scope.		Accepted
5	Indigenous Vendor Payment terms (Non-MSE): <u>For despatches to Trichy Stores:</u> 100% direct EFT payment after 60 days from date of receipt & acceptance of material.		Accepted / Not Accepted
6	Deviation in Payment Terms: Any deviation in the above Payment Terms, any other conditions in payment terms or any other payment term will not be accepted and offers are liable to be commercially rejected.		Noted

7	Liquidated damages: Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in 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 Total order 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 / Penalty clause, loading (Basic material Value) will be applied to the extent to which it is not agreed by the bidder. LD is for Total Order Value and not for undelivered goods. If LD for undelivered portion is only acceptable then a loading of 10% on Basic Material Value will be applied.	Noted
9	Warranty Clause: 18 months from the date of supply and 12 months from the date of Commissioning.	Accepted
10	Deviation in Warranty Clause: No Deviation is permitted. If still vendor offered any deviation on the warranty period, their offer will be rejected.	Noted
11	Delivery Period: BHEL standard delivery is Eight weeks from date of PO or as mentioned in the enquiry delivery schedule, whichever is earlier. Vendor quoted delivery period shall include all activities i.e. manufacturing / production, Inspection, Packing, Forwarding and dispatch.	Accepted / Not Accepted
12	Validity: 120 days from techno commercial bid opening date	Accepted
13	Deviation in Validity: Non-compliance of the same will result in offer being liable for rejection.	Noted
14	RISK PURCHASE: In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases: 1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution. 2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. 3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor. 4. Termination of contract on account of any other reason (s) attributable to contractor. 5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. 6. Non-compliance to any contractual condition or any other default attributable to contractor. Risk and Cost amount against balance work will be calculated as follows: $\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$ Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of	Accepted

	such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.	
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 GSTIN 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. 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. 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.	Noted
20	Document Submission: Along with the offer: 1. All the technical documents which have been attached along with our enquiry i.e., Specification, Drawings, QP, Packing Procedure, Data Sheet etc., signature to be endorsed on all pages with company seal. 2. Filled-in/signed & sealed Sub-delivery enquiry deviation format. 3. Pre-Qualification Requirement (Mandatory to get qualified for considering the technical Offer) 4. Filled-in/signed & sealed Annexure-A - Commercial terms and conditions. (Mandatory for Commercial evaluation) 5. If MSE vendor, please attach UAM registration copy along with CA Certificate.	Submitted/ Not Submitted
21	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. <u>Also, any deviations from the commercial terms and conditions shall be clearly spelt out in this format itself.</u> 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

22(a)	MSE Status : Whether vendor belongs to MSE category	Yes / No
22(b)	BENEFITS TO MSE VENDOR: MSE suppliers can avail the intended benefits only if they submit along with the offer, attested/notarized copies of either - 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 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. 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. Payment for MSE indigenous vendors will be as per MSMED Act, 2006.	Accepted
22(c)	Vendors who have registered themselves as MSE, cannot claim the benefits unless they submit the CA Certificate & UAM Registration copy along-with the EPS offer for each tender; failing which vendor shall not claim MSE benefits. As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME regarding change in definition of Micro, Small & Medium Enterprises (MSMEs) applicable w.e.f. 01.07.2020 as follows: - Udyam Registration is a new process of MSME Registration launched by the Ministry of Micro, Small and Medium Enterprises on July 1, 2020. - All existing enterprises registered under EM-Part-II or UAM or any other registration issued by	Accepted

	any authority under the Ministry of MSME are required to register again on the Udyam Registration portal (https://udyamregistration.gov.in). Such enterprises are required to apply and obtain Udyam Registration on or after 1st July 2020. - On registration, an enterprise is assigned with a permanent identity number, known as "Udyam Registration Number". An e-certificate, namely, "Udyam Registration Certificate" will be issued on completion of the registration process. - The MSE status of existing enterprises registered prior to 30th June 2020 shall be valid only till 31st March 2021. (i.e.) Udyam Registration Certificate is mandatory for all MSME enterprises from 1st April 2021.	
23	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
24	Vendor to submit unpriced bid along with the Part-I Bid in the EPS.	Noted
25	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
26	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, which will not be accepted. Only Annexure-A will be considered	Noted
27	"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.	Noted
28	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
29	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
30	PO Acknowledgement: Within 5 days from the date of receipt of scanned PO copy through email.	Accepted
31	Inspection notice period: Vendor shall raise inspection call to Third Party Inspection Agency / BHEL at least FOUR working days, prior to the proposed date of inspection.	Accepted
32	FORCE MAJEURE CLAUSE: If, at any time during the continuance of Contract the performance in whole or in part by either party of any obligations under the Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by 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 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 the Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by BHEL, subject to prompt notification by the contractor.	Accepted
33	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	Noted

	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 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.	
34	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.	Accepted
35	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.	Noted
36	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.	Accepted
37	BHEL reserves the right to cancel / modify the tender, if the need so arises, without assigning any further notice or reason therefore.	Accepted
38	Both "MSED Act 2006 & Public Procurement (Preference to Make in India), Order 2017", amendment dt 04.06.2020 guidelines will be followed for this tender. Vendors will be asked to submit Self-Certification, indicating the percentage of local content with the Part-I Bid. In case of clash between these two guidelines, it is proposed to give preference to "Public Procurement (Preference to Make in India), Order 2017" amendment dt 04.06.2020.	Noted
39(a)	Preference to Make in India: "For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II supplier /Non- Local supplier and purchase preference to Class I local supplier, is defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".	Noted
39(b)	Indigenous vendors to submit Self-certification in Letterhead indicating the percentage of Local content as per given format.	Submitted / Not Submitted
40	The present tender is not for ordering. This enquiry is for finalizing Rate Contract (RC). PO will be released within the validity of RC as per BHEL requirement. Delivery will be calculated from the date of individual purchase orders.	Accepted
41	Rate Contract will be valid for one year from the date of finalizing the contract (MOU Date). Delivery shall be from the date of PO.	Accepted
42	FIRM Price is only applicable, Offer with PVC will not be considered.	Accepted
43	The indicated quantity in the tender is tentative and a tolerance of +/- 20% will be applicable for each item.	Accepted

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