

# GENERAL TERMS AND CONDITIONS FOR RFQ

(If not otherwise mentioned in the RFQ text)

1. Technical details, specifications, brand names, trademarks, patent No. etc., must be mentioned. Samples, catalogues, leaflet, if any should be sent along with your quotation. Products with I.S.I. certification will be preferred.
  2. Materials offered should be of best quality and correct to our specification / drawing. Offers not conforming to these shall be rejected.
  3. Quoted Rate shall be firm & on delivery term F.O.R. BHEL-EPD, Stores Bangalore basis after allowing maximum discounts. Rates quoted should remain firm till completion of order. No revision in prices will be entertained once the renders are opened.
  4. Packing, forwarding, insurance charge (transit risks), taxes & duties (V.A.T/C.S.T./Excise duty) etc. if extra applicable are to be started clearly. If included in the price, it must be stated clearly. In such a case, ED component must be mentioned, wherever applicable, in order to avail MODVAT. ED or VAT will be reimbursed only if the relevant valid documents are furnished.
  5. Vendor must mention the earliest delivery schedule in line with the delivery requirement. Delayed delivery schedule may not be acceptable. Quantity variation, if any, is to be clearly mentioned in the quote. Validity of the offer should be clearly mentioned other wise 45 days normaily or any specific date mentioned by BHEL will be considered.
  6. Offers will be evaluated on "Net Cost to BHEL" basis for each line item after considering all the cost components as listed in point no 3 and 4 above and 7 below and any other as applicable.
  7. Vendor's offer is liable to be loaded with applicable cost components in case of commercial terms offered by vendors have deviations with respect to Delivery term against point no 3 above and payment terms against point no 11 below. Freight rate, Insurance rate will be loaded as per respective BHEL contract in case of deviation against Delivery term. In case of payments term, the commercial borrowing rate will be loaded for the differential period. In case of any other deviation factor, the loading will be as per BHEL estimate or the highest offer received for the said factor.
  8. The lowest bidder is eligible to get the full qty if capacity and delivery requirements permit.
  9. Normally post-tender negotiation is discouraged. However, it may be held with lowest bidder only under special circumstances.
  10. If Excise Duty is applicable please give the assessment heading number. ECC C of vendor must be mentioned.
  11. Our payments is 45 days credit from the date of receipt for the accepted materials through NEFT. Only offers agreeable to this term will be preferred. Any payment term that is technically treated as advance is normally discouraged and may call for equivalent Bank guarantee. For indigenous vendor, Letter of credit payment is not permissible. Bank charge, if any, will be to supplier's account.
  12. Materials supplied will be subject to inspection at our with reference to specification mentioned in the order / drawing. Rejected materials should be replaced/lifted within 15 days of intimation at vendor's cost.
  13. Quantities mentioned are only approximate and are subjected to variation at the time of placing the order. Please ensure that your quotation hold good for any fluctuation in quantities.
  14. Company has the right to accept or reject the lowest or any tender in part or full without assigning any reason whatsoever, BHEL reserves the right to allow the Public Enterprises Price / Purchase Preference facility as admissible under the existing policy.
  15. Quotations will be opened at 2.30 p.m on the due date in the presence of tenderers who may like to be present, BHEL reserves the right to alter to alter the due date/time in case of receipt of insufficient offers or any other reasons deemed valid. BHEL also reserves the right to re-float the renders with or without opening the received offers under the same circumstances.
  16. If lowest bidder backs out, fresh tendering will be done without this lowest bidder as deemed appropriate by BHEL.
  17. Any disputes arising out of this shall be referred to the Sole arbitration Head of Unit / EPD, BHEL Bangalore or any other officer nominated by him and his award shall be final and binding on the parties. the venue of the arbitration in all cases shall be Bangalore.
  18. All suits in respect of this lie in the court of Bangalore only.
  19. Customers to a BHEL may also visit and Approve Product without obligation. Please note any Approval / Acceptance by BHEL, Customer does not absolve the vendor from the responsibility to supply conforming product.
  20. Please Note : All Vendors particularly in the State of Karnataka have to be registered under VAT and the 11 Digit 'TIN NO' should be mentioned in the offer, failing which their offer will be summarily rejected. All supply bills in case of orders should have TIN IDENTIFICATION NO. CST NO & E SUGAM NO should also be mentioned, ECC NO., PAN NO OF THE VENDOR ALSO IS MANDATORY.
  21. BHEL reserves the right to take appropriate measures against any vendor if found indulging in any unethical practice like cartel formation.
  22. "MSE SUPPLIERS CAN AVAIL THE INTENDED BENEFITS ONLY IF THEY SUBMIT ALONG WITH OFFER, ATTESTED COPIES OF COPIES OF EITHER EM II CERTIFICATE HAVING DEEMED VALIDITY (TWO YEARS FROM THE DATE OF ISSUE OF ACKNOWLEDGMENT IN EM- II) OR VALID NSIC CERTIFICATE OF EM II CERTIFICATE ALONG WITH CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE - I) APPLICABLE FOR THE YEAR, CERTIFYING QUANTUM OF INVESTMENT IN PLANT AND MACHINERY WHAT IN THE PERMISSIBLE LIMIT AS PER THE ACT FOR RELEVANT STATUS (MICRO, MEDIUM OR SMALL) DATE 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. NON SUBMISSION OF SUCH DOCUMENTS WILL LEAD TO CONSIDERATION OF THEIR BIDS AT PAR WITH OTHER BIDDERS AND MSE STATUS OF SUCH SUPPLIERS SHALL BE SHIFTED TO NON MSE SUPPLIER TILL THE SUPPLIER SUBMITS THE SE DOCUMENTS"
- IN CASE L1 VENDOR IS NOT A MICRO & SMALL ENTERPRISE, 15% PURCHASE PREFERENCE WILL BE GIVEN TO THE OTHER M&SE FOR ORDERING UPTO 20% OF THE TENDER QUANTITY, PROVIDED THE MSE MATCHES THE L1 PRICE. IN CASE OF MORE THAN



ONE SUCH M&SEs, THE SHARE OF 20% WILL BE DISTRIBUTED PROPORTIONATELY.

4% OF OUR TOTAL PROCUREMENT IS EARMARKED FOR PROCUREMENT FROM MICRO AND SMALL ENTERPRISES OWNED BY SC/ST. IN THE EVENT THERE IS NO PARTICIPATION FROM SUCH MICRO AND SMALL SCALE ENTERPRISES, THE SAME SHALL BE MET THROUGH OTHER M&SEs."

23. IN COMPARITIVE STATEMENT RANKING OF THE VENDORS FOUND EQUAL (L1) MORE THAN ONE VENDOR IN ALL TERMS THEN THE FACTOR WILL BE APPLIED AS FOLLOWS: A) THE QTY. WILL BE DIVIDED EQUALLY OR B) IF QTY. IS NOT POSSIBLE TO DIVIDE THEN WE MAY ASK ALL L1 VENDOR TO GIVE MAXIMUM DISCOUNT OR WE WILL GO FOR LOTTERY METHOD TO GET ONE L1 VENDOR & DECIDE ACCORDINGLY.

24. Disclaimer :

Important: All information contained herein is confidential and not to be disclosed to parties not specified herein.

#### ANNEX.I (MS&ME VENDORS)

#### CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to certify that M/s ..... (herein after 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 follows :

1. For manufacturing Enterprises : investment in plant & machinery (i.e. original cost excluding land & building and the items specified by the Ministry of Small Scale Industries vide its notification no. S.O. 1722(E) dated October 5, 2006 : Rs. .... lakhs.
2. For Service Enterprises : Investment in equipment (Original cost excluding Land & building and furniture, fittings & other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.) Rs. .... Lakhs.

The above investment of Rs. .... Lakhs is within permissible limit of Rs. .... Lakhs for ..... Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Date :

(Signature)

NAME

MEMBERSHIP NO.

SEAL OF Chartered Accountant

#### THIRD PARTY NON-DISCLOSURE AGREEMENT

I, ..... on behalf of the ..... (Name of company), acknowledge that the information received or generated, directly or indirectly, working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows :

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

Technical information : methods drawings, processed, formulae, compositions, systems techniques, inventions, computer programs / data / configuration and research projects.

Business information : Customer lists, projects, schedules, pricing data estimates, financial of marketing data.

On conclusion of contract : I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to : drawings blueprints, reports, manuals computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given in the nature of the business carried on the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of the country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at ..... this ..... day of ..... 20 .....

Name

Company

Signature