

**ANNEXURE C**  
**COMMERCIAL TERMS & CONDITIONS**

**SMS GATEWAY SERVICE CONTRACT FOR A PACK OF FIFTY THOUSAND SMS PER YEAR, FOR TWO YEARS**

| SL. NO | BHEL REQUIREMENT   | AGREE/ DISAGREE |
|--------|--|-----------------|
| 1      | <p><b>SCOPE OF SUPPLY:</b></p> <p>SMS GATEWAY SERVICE CONTRACT FOR A PACK OF FIFTY THOUSAND SMS PER YEAR, FOR TWO YEARS TO BHEL PIPING CENTRE, CHENNAI</p>   |                 |
| 2      | <p><b>TENDER PROCESS</b></p> <p>Tender shall be processed by <b>E-Procurement Mode</b>. Offers are to be submitted in the EPS portal logging in with their username &amp; password.</p> <p>For E – procurement, please click this link to take you to the procurement site - <a href="https://bhel.abcprocure.com/bhel">https://bhel.abcprocure.com/bhel</a>, you will be required to log in with user code and password allotted to you. (contact abcprocure)</p> <p>Mr. Ankur Bhatt +91-(79)-40270590 <a href="mailto:ankur.bhatt@eptl.in">ankur.bhatt@eptl.in</a><br/>Mr. Devang Patel +91-(79)-40270576 <a href="mailto:devang@eptl.in">devang@eptl.in</a></p>   |                 |
| 3      | <p><b>TWO-PART BID:</b></p> <p><b>Part-I PQR, TECHNICAL - CUM – COMMERCIAL PART (Unpriced):-</b></p> <p>This part of the bid shall contain following technical and commercial points only <b>(except price portion)</b></p> <ol style="list-style-type: none"> <li>1. Duly filled, signed and stamped our ‘<b>Terms &amp; Conditions</b>’ which contains Commercial &amp; Technical requirements along with Annexure-A – PQR, Annexure-B Technical Specification and Annexure-C Commercial terms &amp; conditions.</li> <li>2. Copy of Unpriced bid (<b>without price</b>) clearly <b>indicating quoted/not quoted</b> against the item.</li> </ol> <p>The above documents form part of this tender document and bidder shall ensure that they have received all these along with tender and confirm.</p> <p><b>PART II</b><br/><b>PRICE PART:</b></p> <p>This part of the Bid shall contain item-wise Price details against each Enquiry Sl.No. Price quoted by the Supplier, item wise including Taxes &amp; Duties <b>shall be furnished</b>. The quoted price shall be “FIRM” till the completion and execution of the work.</p> |                 |
| 4      | <p><b>EVALUATION OF BIDS</b></p> <p>L-1 shall be arrived on individual L-1 basis i.e., based on the total net cash outflow to BHEL (inclusive of all cost elements for the entire scope, taxes and duties).</p>  |                 |

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| 5             | Tender will be finalized through Reverse Auction or sealed (envelope) bid opening and the same shall be intimated to vendors after technical scrutiny of the offers (two part bid).   |                        |
| 6             | <b>ORGANISATIONAL INFORMATION:</b><br><br>The following details shall be furnished in company letter head,<br><br>COMPANY NAME<br>CONTACT PERSON:<br>EMAIL ID:<br>ADDRESS:<br>PHONE/MOBILE:<br>PAN (Copy of PAN to be furnished):<br>GST (Copy of GST to be furnished):<br>ANY OTHER RELATED INFORMATION:   |                        |
| 7             | <b>VALIDITY OF THE OFFER: -</b><br>The quotation shall be valid at least for a period of <b>90 days from the date of technical bid</b> opening / 60 days from the date of final reverse auction/ price bid opening. Offer with lesser validity may not be considered  |                        |
| 8             | <b>PERIOD OF CONTRACT:</b><br>Two years from the date of PO/LOI   |                        |
| 9             | <b>TERMS OF PAYMENT:</b><br>100% Payment in advance, after certification from BHEL User Department.   |                        |
| 10            | <b>LIQUIDATED DAMAGES:</b> It is clearly among the parties to the contract that time is the essence of the contract. Therefore the delivery of the goods specified, in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods if accepted liquidated damages, at the rate of 0.5% of the value of goods delayed for each week of delay or part thereof subject to a maximum of 10% of the undelivered portion will be levied without prejudice to any other relief or compensation due to the purchaser under any other condition of this contract |                        |
| 11            | <b>GENERAL: -</b> <ul style="list-style-type: none"> <li>Only techno commercially acceptable vendors will be considered for further process of bids.</li> <li>Late tenders are liable to be rejected.</li> <li>If the offer is incomplete with respect to the above points, it is liable to be rejected.</li> <li>BHEL reserves the right to negotiate with L1 vendor.</li> <li>BHEL reserves the right to negotiate or refloat the tender opened if LI price is not the lowest acceptable price to them inter-alia other reasons.</li> <li>BHEL reserves the right to increase or decrease the tendered quantity.</li> <li>BHEL reserves the right to cancel this tender without assigning any</li> </ul>        |                        |

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|               | <p>reasons what so ever.</p> <ul style="list-style-type: none"> <li>• Deviation taken after placement of order will not be accepted (Both technical &amp; on delivery).</li> <li>• Suppliers to analyze in detail, at the time of submission of offer with reference to our “technical, commercial and delivery” requirement and confirm Compliance or otherwise.</li> <li>• BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject in part or full without assigning any reason whatsoever.</li> <li>• BHEL reserves the right to order on more than one vendor at the lowest acceptable price to BHEL.</li> <li>• Any other conditions, which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by the purchaser will not be applicable to this contract.</li> <li>• The PO copy with all details will be given to successful bidders in soft mode also.</li> <li>• Acknowledgement for receipt of PO shall be sent within one week from the date of receipt..</li> <li>• The offers of the bidders who are on the banned list as also the offer 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 <a href="http://www.bhel.com">www.bhel.com</a>. Also, for more details about BHEL proceedings on banning suppliers, please refer the abridged version of extant ‘guidelines for suspension of business dealings with suppliers/ contractors’ that has now been uploaded on <a href="http://www.bhel.com">www.bhel.com</a> on “supplier registration page” as well.</li> <li>• The bidders along with its associate/collaborators/sub-contractor’s/sub vendors/consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL Web site <a href="http://WWW.BHEL.COM">WWW.BHEL.COM</a> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.</li> </ul> |                        |

**Note: Please confirm your acceptance/other wise to all the points indicated above positively and submit this format duly filled, signed & stamped along with the technical bid.**

**BIDDERS SIGNATURE& SEAL**