ANNEXURE-A

IMPORTANT NOTE TO TENDERERS
(FOR INDIGENOUS & OVERSEAS SUPPLIERS)

This Tender is floated on TWO–BID System. Tenders are requested to submit their offers in TWO-BIDS (Part I: Un priced bid and Part II: Price Bid) separately.

1. **Part I: UN PRICED BID:** (Complete with technical & Commercial conditions as per enquiry The Tenderer should confirm their acceptance / comments to the Enquiry along with other commercial Terms & Conditions of the Tender. In case any deviation is taken by the Tenderer from the Tender requirements, it is to be clearly indicated in the offer with reference to the particular clause. If such deviations are not explicitly indicated in the offer, it will be construed by BHEL that the Tenderer is complying with Annexure Clause(s), Commercial terms & conditions and other conditions in full.
2. **Part II: PRICE BID:** Price (with break-up details wherever required) to be indicated.
3. **Both Un priced Bid and Price Bid is** to be submitted before 1400 hours (Indian Time) on tender Due Date.
4. Unpriced Bid shall only be opened on the Tender Due Date mentioned in the Tender online.
5. After opening the Unpriced Bid, they shall be evaluated by BHEL for their suitability. BHEL shall hold iscussions with the responded Tenderers on the Technical and Commercial terms and freeze the terms & conditions of the offer. These frozen technical specifications will be communicated to responded tenderers.
6. BHEL shall offer opportunity to the responded and technically / commercially suitable Tenderers, to submit their latest Price Bid/ Impact of prices, if any in line with the frozen technical, Commercial, delivery conditions.
7. This latest Price Bid & the Impact of prices for the frozen technical specifications submitted by the Tenderers will be opened. Based on the above, the ranking of the Tenderers shall be made and accordingly the Tender shall be finalized.

Annexure-D

Important Note to MSE Vendors

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 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 CA certificate (Format enclosed) applicable for the year, 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 IIls 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 these documents.

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, (EntrepreneurMeMemorandum No (Part—ll)…………………………………..…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.
Technical Conditions

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

Sl.No.	Technical Requirement	Accepted
B. 1.	To supply of Materials as per Tender specifications / Drawing without any deviation.	
B. 2.	supply of materials with suitable preservation and packed suitably.	

Annexure – C.
Commercial Conditions

Sl.No.	Commercial Terms	Accepted
C1.	Delivery Terms : Free delivery at BHEL/SSTP Stores.	
C2.	Payment : 100% after 45 days after receipt and acceptance of materials by BHEL	
C3.	LIQUIDATED DAMAGES: It is clearly understood 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 shall be made within the time prescribed. Where the Seller supplies or despatches the goods, beyond the delivery period specified, and the Purchaser will have no obligation to accept the goods. If accepted, Liquidated Damages at the rate of 0.5% (Zero point five Percent) of **the total value of goods** delayed, per week of delay, subject to a maximum of 10% (Ten Percent) or part thereof, will be levied without prejudice to any other relief or compensation due to the Purchaser under any other conditions of the Contract. 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 Seller, either the whole of the goods or any part, which the Seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available the best and nearest available substitute thereof. The Seller shall be liable for any loss, which the Purchaser may sustain by reason of such Risk Purchase(s), in addition to penalty at the rate mentioned above**.**	
C4.	Delivery period required : Delivery from PO Date: Within 2 Months — Enq.Sl. Nos. 1: All Quantity	
C5.	Validity of Offer - 60 Days from the Date of Tender Opening.	

Sl.No.	Commercial Terms	
C6.	a. GST HSN No.	
	b. GST (%)	
	C. GST Regn & PAN No.	
C7.	Other Cost (if any) - % (or) Rs.	
C8	Are you Micro/Small/Medium Industry? (If YES, please furnish MSE Regn.No., along **with a copy of MSE Certificate**)	YES / NO MSE No. MSE Certificate enclosed(Yes/NO)
C9.	Contact detail Name Mobile No. Mail Id	
C10.	**Deviations, if any (attach additional sheet, if reqd)** :	

Signature with Date &:Seal :