

Compliance Form NO: TRY/IND/09		
<b>BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI</b>		
<b>CAPITAL EQUIPMENT /MATERIALS MANAGEMENT</b>		
<b><u>COMPLIANCE FORM FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY INDIGENOUS VENDORS</u></b>		
(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this compliance form is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, the offer is liable for rejection)		
<b>Description of the Equipment: Portable Public Address System 75 W, Qty. 01 No.</b>		
<b>BHEL Tender No. &amp; Date: 2742000007 dated 02.11.2020</b>		
<b>PART I of Tender: Technical Bid + Unpriced Bid + this compliance form</b>		
<b>PART II of Tender: Price Bid</b>		
	<b>ENQUIRY TERMS &amp; CONDITIONS</b>	<b>Vendor's Confirmation</b>
<b>1.0</b>	<b>PRICE BID:</b>	
	Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part II. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.	Accepted
	The bidder has to quote charges for 'Supply' and 'Erection & Commissioning' separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).	
<b>2.0</b>	<b>VALIDITY:</b>	
	Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.	Accepted
<b>3.0</b>	<b>RELEASE OF PURCHASE ORDER:</b>	
	Purchase Orders will be released separately for supply and service portion (In case E% C) on the successful vendor.	Accepted
<b>4.0</b>	<b>PAYMENT TERMS:</b>	
	For SUPPLY P.O.: 100% payment of supply P.O value shall be made after 60 days after receipt and acceptance of materials at BHEL along with submission of Guarantee Certificate.  OR 90% payment of PO value shall be made after 60 days after receipt of material at BHEL and balance 10% payment will be paid after acceptance of the goods at BHEL by User Department and against submission of Guarantee Certificate.	Accepted
<b>4.1</b>	<b>Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:</b>	

	<p>If any Bidder requires a payment exceeding 80% of the PO value, such bidder have to submit Advance Bank Guarantee (ABG) in the prescribed Format for the amount over and above 80% but restricted to 90% of the PO value, along with the invoice / despatch documents. This ABG shall be valid up to the date of final Minutes of Meeting for E&amp;C for the equipment.</p> <p>Additionally, for any deviation sought as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, the following loading pattern shall be followed:</p> <p><b>Base rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount &amp; period of relaxation sought by bidder.</b></p>	Accepted
<b>5.0</b>	<b>Taxes &amp; Duties:</b>	
	<p>Taxes and Duties: Taxes applicable under GST should be specifically stated in offers along with GST Number and HSN Number failing which BHEL will not be liable for payment of such Taxes.</p> <p>BHEL, Thirumayam: GSTN Code :- 33AAACB4146P2ZL Assessment circle Pudukottai. Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL.</p>	Accepted
<b>6.0</b>	<b>Delivery terms, Delivery period required and evaluation process:</b>	
<b>6.1</b>	<b>Delivery terms:</b> <b>FOR BHEL Stores, Power Plant Piping Unit, Thirumayam 622507, Pudukkottai Dist</b>	Accepted
	<b>Basis of Delivery Terms :</b>	
	Price break-up details like Basic price, P&F, Taxes & Duties, Freight and Insurance etc., should be indicated in the offer.	Accepted
<b>6.2</b>	<b>Delivery period:</b> The equipment enquired forms a part of an expansion program (Scheme) and the delivery period mentioned below has been derived keeping in view of the Scheme completion date. Vendor shall comply with this required period.	
	<b>Bidder should quote time period separately for 'Supply' and 'E&amp;C' of equipment.</b>	
	(a) Supply period: – For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (LWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of CEBG, drawings etc., should not be linked to the delivery period.	Accepted
<b>6.3</b>	<b>DELIVERY PERIOD REQUIRED BY BHEL (SUPPLY PORTION)</b>	<b>4 Weeks</b>
	<b>DELIVERY PERIOD (in Weeks) OFFERED BY VENDOR (SUPPLY PORTION)</b>	
	(b) E&C period :– Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.	
<b>6.4</b>	<b>E &amp; C PERIOD (IN WEEKS) REQUIRED BY BHEL</b>	<b>1 week</b>
	<b>E &amp; C PERIOD (IN WEEKS) OFFERED BY VENDOR (E &amp; C PORTION)</b>	

	However, while evaluating the offers, those offers which are not conforming the requested delivery period and E & C period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation purpose 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
	<b>BHEL reserves the right to accept an offer not meeting the NIT delivery.</b> <b>However, based on the scheme requirement, the Technically Suitable offerers would be requested to reduce their offered delivery schedule and in case if it is not meeting BHEL requirement or maximum limit considered by the Technical Committee, the offer may become liable for rejection.</b>	Accepted
<b>7.0</b>	<b>LIQUIDATED DAMAGES (LD):</b>	Accepted
	a) LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).	
	Maximum LD for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).	
	In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value (Supply + E&C) for each individual machine.	
	b) For the purpose of LD for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. c) Loading on account of non-acceptance of LD for delayed Supply and/or E&C shall be as under: In case any bidder is not accepting the above LD for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.	
	d) Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.	
	For the purpose of levying LD, the date of shipment (LWB date) will be considered.	
	<b>Loading Factor for non-acceptance of LD clause for delayed Supply and/or E&amp;C:</b> <b>In case any bidder is not accepting the above LD clause for delayed Supply and/or E&amp;C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.</b>	

<b>8.0</b>	<b>SHORT SUPPLY / WARRANTY REPLACEMENT:</b>	
	In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL for such short supplies shall be borne by the supplier. Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis.	Accepted
<b>9.0</b>	<b>RISK PURCHASE:</b>	
	If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. <b>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</b>	Accepted
<b>10.0</b>	<b>GUARANTEE:</b>	
	Vendors shall provide a guarantee for 12 months from the date of commissioning of the equipment or 18 months from the date of supply, whichever is earlier. The date of LWB shall be taken as the date of supply. Offers from vendors not accepting to the requested guarantee period are liable for rejection.	Accepted
<b>11.0</b>	<b>CONTACTS:</b>	
	Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
	Name:	
	Designation:	
	Email ID:	
	Phone No.:	
	Mobile No.	
	Fax No.:	
	Address:	
	<b>Weight &amp; Cubage of package:</b>	
	Approximate Net weight of the total consignment:	
	Approximate Gross weight of the total consignment:	
	Approximate volume of the total consignment:	

	The vendor to provide Audited Balance Sheet & Annual Report signed by the Auditors (or) Bank Credit Statement signed by the Bankers for past consecutive four years from the date of tender opening.	
	<b>We have gone through and understood the 'General guidelines &amp; instructions to bidders for submitting offer' enclosed as a part of the NIT and confirm that our offer has been made in line with the same and the confirmations given in the above compliance form supersede any other standard information provided in our quotation.</b>	
	<b>Signature with date:</b>	<b>(AFFIX OFFICIAL SEAL HERE)</b>
	<b>Name:</b>	
	<b>(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)</b>	