

ANNEXURE-A (For Indigenous vendor)

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

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| Description of the Equipment: | | Actuator |
| BHEL Tender No. & Date | | |
| Sl No. | Terms and conditions | Vendor's confirmation |
| 1 | Technical: As indicated in the tender | |
| 2 | Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered. | |
| 3 | FOR Basis: The quote shall be on FOR/ BHEL Trichy stores basis as indicated in enquiry, inclusive of Packing and forwarding charges. | |
| 3 (a) | Freight charges: (Freight charges shall be vendor's scope). | To be included with basic price |
| 3 (b) | Insurance charges: BHEL Scope (Offer will be loaded 0.12% of (basic material value + Freight + forwarding & packing). | BHEL SCOPE |
| 4 (a) | Payment terms: Payment terms: 100% direct after 60 days against receipt & acceptance of material at BHEL/Trichy stores. | |
| 4 (b) | Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered. | |
| 5 (a) | Liquidated damages: Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an unconditional LD at the rate of ½% of the total order value per week or part thereof subject to maximum of 10% of the total order value. For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof, subject to a maximum of 10% of the total order value. (Date of LR will be considered as supply completion date for LD calculation.) | |
| 5 (b) | Loading Criteria LD / Penalty: (i) Loading of deviation in LD clause shall be to the extent to which it is not agreed by bidder on offered value. (ii) If vendor agree for LD clause for un-delivered portion, then loading will be 10% on basic material cost. | |
| 6 (a) | Guarantee / Warranty Period Guarantee clause 18months from the date of supply or 12 months | |

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| | from the date of actual put in use, whichever is earlier. | |
| 6 (b) | Loading Criteria Guarantee / Warranty Period: No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer. | |
| 7 (a) | Please mention your GSTIN Number and HSN Code GSTIN Number: HSN Code: | |
| 7 (b) | Applicable GST percentage: | |
| 7 (c) | <u>Implementation of GST</u> For supplies after implementation of GST i.e. after 30.06.2017, the following conditions will apply and supplier shall fully comply to the below points. <u>Indigenous suppliers:</u> <ol style="list-style-type: none"> 1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly have 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 GSTN 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 etc., 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. | |

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| | <p>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.</p> <p>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.</p> <p>7. 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.</p> <p>8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.</p> | |
| 8 | <p>Risk purchase: 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 seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the delivery period mentioned in the Purchase Order.</p> | |
| 9 | <p>DELIVERY PERIOD: 08 weeks from PO date.</p> | |
| 10 | <p>Validity: 120 days from Technical Bid opening. Non-compliance of the same will result in offer being liable for rejection</p> | |

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| 11 | GENERAL CONDITION: Kindly submit the 'no deviation format' with clear indication of data sheet no / specification ref, drawing, and quality plan. | |
| 12 | Reverse Auction: Reverse Auction is not applicable for this tender. | N/A |
| 13 | BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed. | |
| 14 | DOCUMENT SUBMISSION In case of PO, documents (drawings, data sheets and quality plan in triplicate) shall be submitted within 15 days from the date of receipt of po and the revised documents shall be submitted within 1 week from the date of receipt of engineering / quality comments | |
| 15 | QUANTITY OF TENDERED QTY BHEL reserves the right to increase or decrease the tendered quantity | |
| 16 | PRE QUALIFICATION REQUIREMENT As indicated in the tender conditions. Offers qualifying on the above requirement will only be considered for further processing. | |
| 17 (a) | <u>Clause: Special Provisions (benefits) for Micro and Small Enterprises (MSE):</u> <ol style="list-style-type: none"> 1. 25% of the tendered quantity is earmarked for MSE suppliers in this tender. 2. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs and 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs. 3. In tender, participating MSE suppliers quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE supplier and such MSE shall be allowed to supply up to 25% of total tendered value. 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 | |

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| | <p>deemed validity of five years for 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. No benefits shall be applicable for the enquiry if any deficiency in the above required 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. Documents should be notarized or attested by a Gazetted officer.</p> <p>Since, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs and 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs, so all MSEs owned by SC/ST/Women entrepreneurs are encouraged to submit supporting documents to claim 6.25% / 3% of tendered quantity respectively.</p> <p>The definition of MSEs owned by women entrepreneurs are clarified as under:</p> <ol style="list-style-type: none"> In case of proprietary MSE, proprietor shall be women. In case of Partnership MSE, the women partners shall be holding at least 51% share in the unit. In case of Private limited companies, at least 51% share shall be held by women promoters. <p>Non-submission of documents as per point no 4 above will disallow provisions under MSE clause mentioned above. These documents shall be submitted along with the techno-commercial/unpriced bid.</p> <p>5. The above provision (25% for MSE) is applicable only for line-items and for packages, the entire package will be considered for MSE vendor who is coming in the price band L1 + 15% subject to the acceptance of BHEL counter offer rate.</p> | |
| 17 (b) | IF MSE VENDOR MSME CERTIFICATE | Attached/ Not Attached |
| 17 (c) | MSE- VALIDITY DATE | From: To: |
| 17 (d) | CA CERTIFICATE | Attached/ Not Attached |

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| 17 (e) | CA - VALIDITY DATE | From: To: |
| 18 | Fraud prevention policy The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice. | |
| 19 | Tender submission: Tender should be submitted through e-portal only | Link for ABC portal https://bhel.abcprocure.com/EPROC/ |
| 20 | Evaluation type | Project wise Package evaluation will be done for ranking purpose |