

Annexure – B For Supply of "EARTHING CABLE" (For Indigenous sources)

(Ref:BAP/PUR/OT/EARTHING_CABLE/4230794E dt:23.09.2013)

STANDARD COMMERCIAL TERMS & CONDITIONS**[FORMAT TO BE FILLED-UP BY THE SUPPLIER AND TO BE SUBMITTED ALONGWITH OFFER]**

SI No	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
01	PRICE	Firm till completion of order. (offer with Price Variation Clause is not acceptable)	
02	DELIVERY TERMS	F.O.R. DESTINATION (Destination : BHEL Ranipet Stores)	
03	PACKING & FORWARDING	To be included. (if extra indicate in %)	
04	FREIGHT & INSURANCE	Included	
05	EXCISE DUTY in %	To be indicated by supplier. (CENVAT copy to be provided along with supply)	
06	SALES TAX in %	To be indicated by supplier.(Concessional form C / XVII will be given)	
07	OCTROI	If any, to supplier's account only.	No Deviation
08	PAYMENT	A) IN CASE OF NON-MSE VENDORS, 100% PAYMENT WITHIN 90 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIALS AT OUR STORES B) IN CASE OF REGISTERED MSE VENDORS, 100% PAYMENT WITHIN 45 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIALS AT OUR STORES .	No Deviation
09	DELIVERY PERIOD	To be indicated by vendor.	
10	LD Confirmation: [penalty for delayed delivery] @ 0.5% per week subject to a maximum of 15% for the delayed delivery.		
11	OFFER VALIDITY	Minumum 90 days from the date of price bid opening	
12	INSPECTION BEFORE DESPATCH	Will be done at vendor's Works before Dispatch by BHEL / BHEL's Authorized Inspection Agency AIA / BHEL's customer	
13	TEST CERTIFICATE	Required	
14	Risk Purchase clause : Your confirmation to our standard risk purchase clause that alternatively the Purchaser at his option 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 dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 10 above.		
15	BHEL Standard Guarantee Clause: Your confirmation to our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch which ever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet/ Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order		
16	Place of Manufacturing: Mention the palce of manufacturing		
17	Vendor status like Micro / Small / Medium To be indicated by vendor [latest copy of supporting document shall be furnished along with offer applicable to Indian vendor]		

*NOTE : 1) Offer will be evaluated on the basis of Total landed cost to BHEL at the Final destination.**2) The above format shall completely be filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "Not Applicable". No column should be left blank. If any column is unfilled, it will be taken as you are agreeing to BHEL's Requirement. Offer will be evaluated on the basis of Total landed cost to BHEL at the Final destination.***The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a difference between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given here is applicable. Such Commercial Terms and Conditions in the main offer may be considered null and void by the Purchaser and this is accepted by us.**

Date :

SIGNATURE WITH SEAL

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REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION

(Ref:BAP/PUR/OT/EARTHING_CABLE/4230794E dt:23.09.2013)

(To be filled in full and to be submitted along with offer)

S.NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	SPECIFICATION DRAWING -3-00-114-27037/02 and TEP reference TEP:AQCS:REV 02 Dt:02.08.2010	Clause wise / Point wise confirmation to be given in TOTO for all specifications& to be submitted along with offer. (i.e Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed).	
02	DATA SHEET / DRGS	Filled Data Sheet and your Drgs are to be submitted along with offer.(if applicable).	
03	QUALITY PLAN	To confirm applicable QP will be followed. (or) Your quality plan to be submitted for our review & approval along with offer.	
04	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).	

SPECIFICATION DEVIATION DISPOSITION REPORT

Specn	Item		
Enq.No &Date			
Vendor Name			
SPECN			
Page	Clause	Details Of Deviation With Reason	Disposition By Bhel
Signature Of Vendor		Reviewed By	
" AGREED DEVIATION "		APPROVED BY	
if any to be incorporated in the PO in the event of order.			

Date

VENDOR'S SIGNATURE WITH SEAL

MSME STATUS (APPLICABLE ONLY FOR INDIAN SOURCES)

As per the Public Procurement Policy notified by the Central Government, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the tender value subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity).

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 20% (i.e. 4% out of 20%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s. Such of those Suppliers who are already registered with BHEL, Ranipet as an MSE and whose knowledge of BHEL, Ranipet that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1

Payment Mechanism at BHEL, Ranipet

(Effective for all tenders issued by BHEL Ranipet from 01 July 2011 onwards unless otherwise notified of change/s in writing given by an authorized official of BHEL, Ranipet) BHEL, Ranipet's payment mechanism will be as follows: (All Bidders are requested to read this carefully and take note of it before submitting their offer) All bills of Suppliers processed for payment by BHEL, Ranipet shall pass through the following mile stones:

(1) Receipt of materials at BHEL, Ranipet Stores (evidenced by the Day-Book Number and Date generated at BHEL Stores, Ranipet) or Receipt of materials at Project Site / Destination specified in the Purchase Order (as evidenced by the acknowledgement given by the Consignee).

(2) Acceptance of the supplied materials at BHEL Stores, Ranipet. (Proof of evidence: Stores Receipt voucher - Short form "SRV", raised by BHEL Stores, Ranipet referenced by the SRV Number and Date)

(3) Receipt and Registration of the Bills / Invoices of the Supplier at BHEL, Ranipet Accounts Department. (evidenced by the ABS Number and Date)

(4) Receipt of clarifications, if any that may be required by BHEL, Ranipet Accounts or Purchase Department, from the Supplier. (As evidenced by the IOM Inward Date)

(5) Bill processing and passing.

(6) Payment release.

All these events are transparently available in the SCM web-site of BHEL, Ranipet, {<http://bapscm.bhelrpt.co.in/purc>} which can be viewed by all registered supplier with a password.

Allowed Time frames:

A] From DB to SRV: 10 Days

B] From SRV to ABS: 15 Days

C] From ABS to Bill Pass: 07 Days (if Stage 4 above is not applicable)

OR

From IOM to Bill Pass: 07 Days (if Stage 4 above is applicable)

D] From Bill Pass to Payment Release: As per payment terms of the Purchase order.

All Suppliers payment/s would be released based on seniority of receipt of the processed bills at the payment section of BHEL, Ranipet Accounts Department.

The seniority would be based on the sequence of milestone events listed above.

In the sequence of the bill processing the preceding mile-stone seniority will be void, if the subsequent event occurs beyond the permitted time frame between two successive events.

Thus for example:

Start seniority would be with the DB date.

If the SRV date is greater than 10 days of the DB date, then the seniority of the DB date would be replaced by the SRV date.

If the ABS date is greater than 15 days of the SRV date, then the seniority would be reckoned by the ABS date.

If the Bill pass date is greater than 07 days of the ABS date then the seniority would be the date of inward receipt of the IOM.

The logics of these sequence is that SRV, ABS, IOM inward entry are dependent entirely on submission of correct documentation by Suppliers, as called for in the Purchase Order. If the documents are correctly submitted each of the milestone listed above will occur within BHEL, Ranipet within the timelines specified above.

Hence, in their own interest all Suppliers are requested to take note of this process and comply with the same.

Caution: Suppliers' payments would get delayed / affected if they fail to adhere to the submission of the documents specified in the Purchase Order / Contract, since the listed milestone events occurrence are contingent upon the availability of the requisite documents.