

**COMMERCIAL CHECK-LIST**

ENQ NO. 4011500015 DT. 08.12.2015

Offer must be sent in two separate sealed envelopes containing Techno-commercial offer in one envelope marked "PART 1 - PQR & TECHNO-COMMERCIAL BID" and prices in second envelope marked "PART 2 - PRICED-BID". Both the envelope must be contained in the main envelope. Enquiry No., Name of Vendor and due date to be marked on all the envelopes. Please fill this Annexure & duly signed and stamped copy of this is to be submitted by you along with your offer.

Sl.No	Terms	Description	Supplier confirmation	Deviations if any
1	Technical Specification confirmation:	Acceptance to Data sheets, technical specification and sketch. Deviation if any shall be clearly indicated in the annexure. UNDISCLOSED DEVIATIONS ARE NOT ACCEPTABLE.		
2	Quality Requirements	Vendor to submit Manufacturing Quality Plan for BHEL approval along with Part-1 bid.		
3	Country of Origin	To be indicated		
4	PRICE	Quoted price will be firm till completion of order. <b>Indigenous Vendors</b> - F.O.R. BARRH PROJECT SITE. Packing & Forwarding, Freight & Insurance, Testing and Inspection are in Supplier's scope i.e. included in the quoted prices.		
5	DELIVERY TERMS / DESTINATION *	<b>Import Vendors</b> - Confirm that prices have been quoted on CFR-CHENNAI inclusive of P&F, Freight, drawing & documentation charges, Internal & Third party Inspection charges. <b>Please do not quote on Ex-works basis.</b>		
6	PACKING&FORWARDI NG	In Vendor scope. Each Rigid strut assy shall be packed tagnowise for each boiler in separate boxes. Each box shall contain all items required for each tag no. such as - 1. Rigid strut assy. 2. Weld on bracket 3. Restraint clamp (if applicable) Each box shall be designed suitably for handling and marked with tag no/unitwise. In addition to above, packing shall be done to sea worthy condition.		


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7	Additional Loading for import vendors	i) Freight and Insurance from Chennai port upto Project site ii) customs incidental charges		
8	Service Tax on Freight for Indigenous vendors	If applicable, to be mentioned clearly by the bidder in the unpriced bid, which is to be submitted alongwith Techno-Commercial Bid. If the same is not mentioned in the techno-commercial bid and claimed at a later stage, it will not be entertained.		
9	EXCISE DUTY in %	<b>Only for Indigenous Vendors - EXEMPTED FOR THIS PROJECT</b> Pls. note that the comparison of offers would be done as per the applicable CD/ED structure on the date of opening of Price Bid.		
10	SALES TAX/VAT in %	<b>Only for Indigenous Projects - EXTRA AS APPLICABLE. VENDOR TO CLEARLY MENTION THE SAME.</b> Please note that, for the projects where works of vendor and Projects are situated in same state, VAT shall be applicable. VAT loading may also be taken into account while comparing the offers.		
11	CUSTOM DUTY	<b>Only for Import Vendors - EXEMPTED FOR THIS PROJECT</b> Pls. note that the comparison of offers would be done as per the applicable CD/ED structure on the date of opening of Price Bid.		
12	ANY OTHER TAXES AND DUTIES	<b>Indigenous and Import Vendors - TO BE MENTIONED CLEARLY BY THE VENDOR IN THE TECHNICAL BID.</b> No changes will be permitted after the technical bid opening.		
13	OCTROI	<b>Indigenous and Import Vendors - If any, to supplier's account only.</b>		



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14	Evaluation criteria	<p>Ordering shall be as a complete package. L-1 shall be decided based on the total net cash outflow to BHEL for all the items put together.</p> <p>Please note that for evaluation of offers of overseas bidders, the exchange rate for evaluation would be taken as TT Selling rate of SBI as on scheduled date of tender opening (Part-1 bid, i.e. PQR &amp; techno-commercial offer).</p>		
15	Delivery	<p>Unit 1 (7285)- 3 months from the date of Purchase Order  Unit 2(7286) - 4 months from the date of Purchase Order  Unit 3(7287) - 5 months from the date of Purchase Order</p> <p>Before price bid opening, considering the project requirement, BHEL's specific delivery requirement will be communicated to all vendors. Only those vendors who can match the required delivery will be considered for the tender, since delivery is an essential condition.</p>		
16	TERMS OF PAYMENT	<p><b>Indigenous Vendors</b> - 100% payment against site acknowledgement.  <b>Import Vendors</b> - 100% through 'CAD'. No loading will be applicable.  If insisted for 100% through LC(<b>only for import vendors</b>) pl note that the vendor will be loaded @ 1.5% on total CIF Charges.</p>		
17	LD CLAUSE	<p><b>Indigenous Vendors</b> - "If the supplier fails to deliver the Raw material/Components/Equipments within the period specified in the contract the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the price for each week of delay or part thereof up to a maximum of 10% of the price of undelivered portion to be reckoned from the contract delivery date to cargo readiness date. (i.e, Date of LR).  <b>Import Vendors</b> - "If the supplier fails to deliver the Raw material/Components/Equipments within the period specified in the contract the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the price for each week of delay or part thereof up to a maximum of 10% of the price of undelivered portion to be reckoned from the contract delivery date to cargo readiness date. (i.e, Date of Bill of Lading).</p>		

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18	OFFER VALIDITY	Minimum 120 days from the date of Technical Bid Opening		
19	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 12 months from the date of acceptance of the materials at BHEL site, or 18 months from the date of shipment, whichever is later. Loading will be done for any deviations from BHEL Guarantee Clause. Replacement should be made free of cost for any parts failure due to manufacturing defect within the guarantee period.		
20	PBG (BANK GUARANTEE)	Bank Guarantee for 10% of the total PO value shall be submitted valid upto the end of guarantee period. Bank Guarantee to be submitted strictly as per BHEL format only.		
21	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 there for. 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 LD Clause above.		
22	PRICE EVALUATION	For an enquiry the prices will be decided either by Reverse auction or Price bid Opening mode. This shall be decided after techno-commercial evaluation. For new rule and regulations pertaining to price evaluation, refer to Annexure -1		
23	PURCHASE PREFERENCE TO MSE VENDORS	In case the supplier belongs to MSEs (Micro Small Enterprises), Registration copy in this respect shall be submitted along with the offer.  Further if MSEs are owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs the same may be intimated.  The following are the benefits for the MSEs :-		

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24	PURCHASE PREFERENCE TO MSE VENDORS	<p>1. MSEs are given tender documents free of cost and are exempted from payment of earnest money (EMD), if any insisted in the Tender.</p> <p>2. In tender, participating MSEs quoting price within price band of L1+15% 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 and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately.</p>		
25	LOADING CRITERIA	<p>Payment Terms - BHEL operates various payment terms for the tenders floated and bidders should accept the payment terms specified in the tender. Loading of any deviation in the payment terms w.r.t. NIT terms shall be referenced as follows;</p> <p>(a) 'Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%', shall be considered for loading for the period of relaxation sought by bidders.</p> <p>(b) Wherever LC payment terms are not offered in NIT and the same is insisted by bidder(s), all LC related bank charges to be incurred by BHEL shall also be loaded.</p> <p>(c) In case of deviation w.r.t. LC payment terms offered in NIT, the loading shall be done for all LC related bank charges to be incurred by BHEL.</p> <p>Liquidated Damages - Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value).</p>		



26	Reverse Auction (R/A)	<p>BHEL reserves the right to go for reverse auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. <b>Bidder to give their acceptance for participation in RA. In case BHEL decides to go for reverse auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the reverse auction.</b> Those bidders who have given their acceptance to participate in reverse auction will have to necessarily submit "online sealed bid" in the reverse auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.</p> <p>ii) H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in reverse auction.</p>	
27	Documents to be submitted along with Part-1 offer	<ol style="list-style-type: none"> <li>1. Confirmation &amp; Supporting documents for PQR</li> <li>2. Complete Technical offer with relevant drawings and documents alongwith confirmation to BHEL technical specification</li> <li>3. Supplier Manufacturing Quality Plan</li> <li>4. Supplier Registration Form (for vendor's not registered at BHEL PC Chennai for this item. <u>SRF is to be submitted only after the vendor is techno-commercially accepted by BHEL and not in the Part-1 bid.</u>)</li> </ol>	
28	Un-Priced Bid Format	<p>Unpriced Bid Format mentioning Quoted for the package along with the applicable taxes and duties to be submitted in Part-1 bid. <b>(Money values shall not be indicated in the unpriced bid).</b></p>	
29	Document submission and approval after PO	<p>Drawings/ data sheets are to be submitted after the PO as per the specification for BHEL/Customer approval within one week from date of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account.</p>	

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30	Inspection	<p><b>Indigenous Vendors</b> - Inspection will be by BHEL/BHEL Authorized Third party agency/Customer (if required) as per finally approved QAP. Necessary Inspection / Test certificates, MDCC shall be submitted by the vendor.</p> <p><b>Import Vendors</b> - Inspection by renowned BHEL approved Third Party Agency as per finally approved QAP. Vendor to quote along with inspection charges. Necessary documents shall be provided for obtaining MDCC. Necessary Inspection / Test certificates shall be provided. Inspection shall be through renowned agencies such as TUV, Lloyds, SGS, BV. If any different agency is proposed by the bidder, BHEL approval is to be taken. <b>Bidder to indicate name of the inspection agency in the offer</b></p>		
31	Catalogues	3 SETS OF CATALOGUES TO BE SENT WITH THE OFFER		
32	O&M Manuals	Confirm for furnishing 4 sets of O&M manual in HARD COPIES AND TWO CD'S in case of order.		
33	Sub Vendor list	Vendor to provide sub-vendor list of all the items procured for this requirement.		
34	Bearings	Bearings used in Rigid Strut Assembly shall be of reputed make and maintenance free.		
		Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment.		
		Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.		
35	General terms	BHEL reserves the right to negotiate with L1 bidder.		
		Signed order acceptance shall be furnished within 15 days of order placement. One copy duly signed and accepted to be returned as order acceptance. In case no communication is received within 15 days of placement of purchase order, the said order would be deemed to have been accepted.		

(BIDDER SEAL AND SIGNATURE)

