

Annexure – C (For Indigenous sources) to Enq No 3250359E/17.06.2015**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, pl indicate in %)	
04	FREIGHT & INSURANCE	To be Included in the basic price. (if extra, pl indicate in %)	
05	EXCISE DUTY in %	To be indicated by supplier. (CENVAT copy to be provided along with supply)	
06	SALES TAX / VAT in %	To be indicated by supplier.(Concessional form C / XVII will be given)	
07	OCTROI	If any, to supplier's account only.	
08	PAYMENT	100% within 45/90 days after receipt & acceptance of materials at our end, according to SSI category	
09	DELIVERY PERIOD	To be indicated by vendor.	
10	LD clause Confirmation:	[penalty for delayed delivery] @ 0.5% per week subject to a maximum of 10%)	
11	OFFER VALIDITY	Minumum 90 days from the date of techno-comm bid opening / Reverse Auction	
12	Technical specification	RAH446 & RAH447/01 and PQC	
13	INSPECTION BEFORE DESPATCH	Will be done at vendor's Works before Dispatch by BHEL / BHEL's Authorized Inspection Agency / BHEL's customer	
14	TEST CERTIFICATE	Required	
15	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.		
16	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		
17	Place of Manufacturing: Mention the palce of manufacturing		
18	Vendor status: 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

**Annexure – C For (For Indigenous sources)
REQUIREMENT OF TECHNICAL DETAILS / CONFIRMATION**

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

S.NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	SPECIFICATION DRAWING –	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 "		if any to be incorporated in the PO in the event of order.		APPROVED BY

Date

VENDOR'S SIGNATURE WITH SEAL

Please note: For any deviation on (1) payment term and (2) LD clause, suitable interest Loading will be applicable to finalize the tender.

MSE 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 registration is valid on the date of the tender opening (technical bid opening date in the case of two part bid) will be considered as eligible for the above concession.

(Note: The details of the registration such as the name of the chartered accountant / firm that has certified for the MSE status, the date of the certification and the date of receipt of the certificate by BHEL, Ranipet are available in the web-site: <http://bapscm.bhelrpt.co.in/purc>)

In their own interest the registered Bidders are advised to check the current status of the validity of the registration, which is one year from the date of the certification by the Chartered Accountant before submitting their Bid document/s. In the event that on the date of the tender opening the registration is not valid, then the Supplier will be treated under non-MSE category for this tender.

In case the validity of the registration has expired and if the Bidder wants to be considered as an MSE then, the Supplier shall submit the necessary certificate from a chartered accountant certifying the status of their Unit / Works clearly specifying the address of the works which is to be considered as MSE and send the same to BHEL, Ranipet either before the tender opening date or as a part of the tender document. If the offer is accompanied with the certificate, then the Bidder would be considered as an MSE. If the certificate is sent separately BHEL will not be responsible for any postal / courier / delivery delays and the status as on the date of the bid opening as available with BHEL Ranipet's records shall be used for reckoning the status of the Bidder as an MSE or otherwise.

Offer/s received without these documents will be treated as non-MSE and order finalization will be done based on this premise.

Documents submitted after Bid-opening will not be considered in this tender.

This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the 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.

IN THE LETTER-HEAD OF THE C.A.

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/shaving its registered office atis registered under MSMED Act 2006 and categorized underunit vide their Registration Number.....(copy enclosed)

Further certified that the investment of company in Plant & Machinery as on 31st March is Rs.....Lacs i.e. below Rs.25 Lacs / 5 Crores as permissible for Micro / Small unit respectively under MSMED ACT 2006. Hence the company is under category of Micro/Small(strike off whichever is not applicable) unit for the financial year

It is further certified that cumulative investment in Plant & Machinery during (01/04/..... - till date) is below the permissible limit of Rs.25 lacs / 5 Crores for Micro / Small unit respectively and Company is under the category ofunit as on date i.e. 31/03/.....

The Directors of the company have been instructed to intimate their clients in case of change of investments in Plant & Machinery, if any, in future with proper supporting documents.

This Certificate is **VALID FOR ONE YEAR ONLY** from the date of issue subject to the above referred instruction with reference to **"Change of Investments"**

for
Chartered Accountants

Name:
Membership Number:
Full address
Place:
Date:

ANNEXURE -C (For Foreign Sources) to Enq No 3250359E/17.06.2015

Essential Commercial Terms and Conditions (To be filled in full and to be submitted along with offer)

Sl.No	Buyers preference	Sellers Acceptance
1.	Matl Description : 25 Tons Anti-backlash Jactuator with Rotary Limit switch & Field adapter kit as per specn: RAH 446 & RAH 447 rev 01 and Pre-Qualification Requirement (PQC)	
2.	PRICE :Firm till completion of order.[offer with Price Variation Clause is not acceptable]	
3.	DELIVERY TERMS - FOB / FCA / C&F	
4.	Freight & insurance : shall be included in the basic price.	
5.	Delivery Period (To be specified clearly from the date of PO/LOI)	
6.	Validity of offer (minimum of 90 days from the date of techno-commml bid opening)	
7.	Approximate weight and dimension of the goods.	
8.	Name of nearest Sea Port/Airport at foreign soil	
9.	Payment Term (100% by unconfirmed irrevocable Letter of Credit by a first class bank in India (Indian Bank charges to BHEL A/C. Foreign Bank charges to Sellers account).	
10.	Name your bankers on whom the L/C Negotiation can be restricted with swift code	
11.	Deviation Report on buyers' specifications enclosed if any	
12.	LD Confirmation: [penalty for delayed delivery] @ 0.5% per week subject to a maximum of 10% for the delayed delivery.	
13.	Details of Indian office/agent if any, if so, pl submit relevant document:	
14.	Indian agency commission if any (to be quoted clearly and payable in Indian rupees, directly to the Indian agent.)	
15.	Original Manufacturers name with Country of Origin	
16.	Country of Origin & Confirmation for the submission of Country of Origin Certificate	
17.	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	
18.	Risk Purchase Clause: 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 seller 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 thereof. The seller shall be liable for all losses and extra expenditure which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rates of LD clause agreed.	
19.	SPECIFICATION DEVIATION DISPOSITION REPORT [SDDR] Attached SDDR to be filled & submit along with offer.(Even NO deviation is taken, NIL report to be submitted).	
20.	Confirmation for the Submission of Test Certificate	
21.	Performance Bank Guarantee required	
22.	For any deviation on Payment term, LD clause suitable loading will be done	

Note: 1) Offer will be evaluated on the basis of Total landed cost to BHEL at the Final destination considering the applicable taxes and duties.

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:

Name & designation of the seller

Please note: For any deviation on (1) payment term and (2) LD clause, suitable interest Loading will be applicable to finalize the tender.

**REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION
(To be filled in full and to be submitted along with offer)**

S.NO	DESCRIPTION	BHEL’S REQUIREMENT	SUPPLIER’S COMMENTS
01	SPECIFICATION: RAH446 & RAH 447 rev 01	Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer.	
02	DATA SHEET / DRGS	Filled Data Sheet and vendor’s Drawings 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).	

(To be submitted along with the offer)

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 “ if any to be incorporated in the PO in the event of order.			APPROVED BY

Date:

SIGNATURE WITH SEAL