

BHEL : BAP : RANIPET PURCHASE - DESALINATION ANNEXURE - B Commercial Terms and Conditions UF SYSTEM (PRESSURIZED) & ACCESSORIES FOR NTECL VALLUR 3 X 500 MW TPS Enquiry No. 7770567E DATED 28-JUN-2017 Due Date 19-JUL-2017			
Sl. No.	DESCRIPTION	BHEL (PURCHASER) REQUIREMENT	VENDOR (SELLER) CONFIRMATION
I	<u>Technical</u>		
01	SCOPE OF SUPPLY	Please confirm the Scope of Supply of " ULTRA FILTRATION SYSTEM & ACCESSORIES " as per Specification No. 01. ROS 6166 REV : 00 DATED 10/06/2017 - TECHNICAL, 02. ROS 4165 REV : 00 DATED 08/06/2017 - E, C & I 03. ROS 9024 REV : 01 DATED 10/06/2017 - E, C, PG TEST & HANDING OVER 03. Corporate Quality Assurance – Sub-Vendor Questionnaire 04. Qualification Requirement - Qualification Data sheet for ULTRA FILTRATION SYSTEM - Annexure - J submit the same after necessary Filling, signing & returning a copy of the same.	
02	SPECIFICATION	Please confirm Clause wise / Point wise "IN TOTO" for all specifications and submit along with offer.	
03	DATA SHEETS / DRAWINGS	Filled Data Sheets and Drawings are to be submitted along with offer. (if applicable)	
04	QUALITY ASSURANCE PLAN (QAP)	To confirm applicable QAP will be followed. (OR) Supplier's Quality Plan to be submitted for our review and approval within 30 days from the date of Letter of Award (LOA).	
05	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even, If NO deviation is taken, NIL report to be submitted).	
06	ERECTION & COMMISSIONING, PG TEST & HANDING OVER	Please confirm the carrying out " ERECTION & COMMISSIONING, PG TEST & HANDING OVER " of ULTRA FILTRATION SYSTEM as per TECHNICAL SPECIFICATION 01. ROS 6166 REV : 00 DATED 10/06/2017 & 02. ROS 9024 REV : 01 DATED 10/06/2017.	
07	COMMISSIONING SPARES & MANDATORY SPARES	The commissioning spares & Mandatory Spares List and the individual price should be indicated. The Bidder should also indicate if any spare(s) other than those indicated in the spec is/are required for trouble free commissioning without additional cost if any, since the Supervision of E&C is the supplier's scope.	
II	<u>Commercial Terms & Conditions</u>		
01	PRICE	Please confirm 'Firm Price' till completion of order	
02	UNPRICED BID (PART-1)	Please confirm submission of 'Unpriced bid' in the price bid format attached duly signed. SCANNED COPY of FILLED & SIGNED COPY OF 'Price Bid' format attached by filling all informations by writing 'Quoted' as the case may be in the 'Rate' and 'Value' columns to be submitted through E-Procurement System.	
03	PRICED BID (PART-2)	Please confirm submission of 'Priced bid' in the price bid format attached duly signed. SCANNED COPY of FILLED & SIGNED COPY OF 'Price Bid' format attached by filling all informations by writing the value as the case may be in the 'Rate' and 'Value' columns in a separate attachment to be submitted through E-Procurement System. Price bid opening will be considered after the Techno-Commercial evaluation & further final approval from the customer: M/s. NTECL VALLUR 3 X 500 MW TPS.	
04	DELIVERY TERMS & PRICE BASIS	Please confirm for FOR - Destination (NTECL VALLUR 3 X 500 MW TPS) basis. Unloading the Material at site is under BHEL Scope.	
05	CONSIGNEE ADDRESS (Detailed TIN No etc., will be given later)	Please confirm supply to the following consignee address in the event of Order. BHEL RANIPET Site Office, NTPC TAMIL NADU ENERGY COMPANY LTD. (NTECL) [VALLUR THERMAL POWER PROJECT (3X500 MW)] P.O: Vellivoyal Chavadi, Ponneri Taluk, Thiruvallur District, Chennai- 600 103 On account of M/s BHEL, BAP, Ranipet - 632 406	
06	ORIGIN OF DESPATCH OF VARIOUS CONSIGNMENT	Please indicate clearly the origin of despatch of various consignments duly indicating whether interstate or intrastate based on the consignee address above. Origin of despatch should not be subjected to change during execution of contract.	
07	PACKING & FORWARDING	Please confirm inclusion of Packing & Forwarding Charges in the Basic quoted price. If it is extra payable by BHEL, Please clearly indicate the applicable Packing & Forwarding charges in Lumpsum or % value.	

BHEL : BAP : RANIPET PURCHASE - DESALINATION ANNEXURE - B Commercial Terms and Conditions UF SYSTEM (PRESSURIZED) & ACCESSORIES FOR NTECL VALLUR 3 X 500 MW TPS Enquiry No. 7770567E DATED 28-JUN-2017 Due Date 19-JUL-2017			
Sl. No.	DESCRIPTION	BHEL (PURCHASER) REQUIREMENT	VENDOR (SELLER) CONFIRMATION
08	FREIGHT & INSURANCE	Please confirm inclusion of Freight & Insurance Charges towards this in the Basic quoted price. If it is extra payable by BHEL, Please clearly indicate the applicable Freight & Insurance charges in Lumpsum or % value.	
09	EXCISE DUTY IN % (For Supply)	Please indicate Applicable or Not Applicable	
		If applicable, please indicate the exact percentage applicable as on the date of submission of offer and also indicate whether the same is payable extra by BHEL or not.	
		BHEL will provide the necessary exemption certificate from competent authorities (PAC - MEGA PROJECT) and hence ED is not applicable. (Vendor to confirm availing of ED exemption). In order to get ED Exemption Certificate from the authority concerned by BHEL to match the delivery period, vendor has to provide their sub-vendor details WITH IN 15 DAYS after issue of LOA/PO.	
10	SALES TAX / VAT IN % (For Supply)	Please clearly indicate the CST and VAT implication in the offer itself. Please note the following. <u>1. Supplies from Seller's Works to NTECL VALLUR 3 X 500 MW TPS</u> A) If Inter-state, CST is applicable under Section 6(2) of CST Act (Sale in transit E-I / E-II Sale). BHEL will provide the "C" Form & Vendor has to submit E-I form. Please Indicate the applicable CST %. C) If Intra-state, VAT will be payable extra. Please confirm that the your Billing will be done by "vendor's TAMILNADU Address" only.	
		<u>2. Supplies from Seller's Sub-Vendor's Works to NTECL VALLUR 3 X 500 MW TPS</u> A) If Inter-state, CST is exempted under Section 6(2) of CST Act (Sale in transit E-I / E-II Sale), BHEL will provide the "C" Form & Vendor has to submit E-II form. C) If Intra-state, VAT will be payable extra. Please confirm that the Billing will be done by "vendor's TAMILNADU Address" only for the dispatches of materials from Vendors's Sub-Vendor's TAMILNADU address.	
11	OCTROI	Vendor price shall include octroi, as F.O.R Destination prices are quoted. As destination detail is given, vendor has to ascertain the applicability of octroi, if any.	
12	PAYMENT TERM FOR SUPPLY . PLEASE CONFIRM TO SUBMIT E1/EII FORM AGAINST FORM C FORM.	1. Eighty Five percent (85%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site and submission of Bank Guarantee for 10% of PO value valid till guarantee period towards performance before first submission of documents for payment. Validity of the Bank Guarantee shall be for the entire Guarantee period. Initially, it should be at least 18 months, later extended to cover the entire guarantee period, two months before its expiry.	
		2. Five percent (5%) of basic price of materials supplied will be released after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable	
		3. Balance Ten percent (10%) of supply value after successful completion of Erection, commissioning, PG Test & Handing Over.	
13	CONFIRM THE PAYMENT TERM FOR SUPPLY, E&C and others if any.	Differential Payments applicable for Supply, E&C and Others - Within 45 days for MSME & 90 days for Non MSME NOTE: For MSME you have to submit the copy of MSME certificate with Original CA certificate.	
14	SERVICE TAX IN % (For the Service Portions vide Enquiry Sl. No. 016)	Please indicate the present applicable 'Service Tax' percentage for Seller Services. Please confirm / clearly indicate that the value on which the Service Tax is applicable in the Priced 'Price Bid'.	
15	CONDITION FOR E&C CHARGES	Total erection & commissioning charges including service tax should be minimum 20% of the total quoted package price (including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.	

BHEL : BAP : RANIPET PURCHASE - DESALINATION ANNEXURE - B Commercial Terms and Conditions UF SYSTEM (PRESSURIZED) & ACCESSORIES FOR NTECL VALLUR 3 X 500 MW TPS Enquiry No. 7770567E DATED 28-JUN-2017 Due Date 19-JUL-2017			
Sl. No.	DESCRIPTION	BHEL (PURCHASER) REQUIREMENT	VENDOR (SELLER) CONFIRMATION
16	PAYMENT TERM FOR ERECTION, COMMISSIONING & HANDING OVER.	(1) 70% payment with 100% Duties & Taxes against completion of ERECTION OF THE TOTAL SYSTEM ON CERTIFICATION / PROTOCOL BY BHEL SITE OFFICIALS.	
		(2) 20% payment after SUCCESSFUL COMMISSIONING OF THE TOTAL SYSTEM ON CERTIFICATION / PROTOCOL BY BHEL SITE OFFICIALS.	
		(3) Balance 10% payment after SUCCESSFUL completion of PG Test & HANDING OVER to BHEL SITE OFFICIALS and submission of BG for 10% of Order Value valid for 12 months from the date of PG TEST or OR 18 MONTHS FROM THE DATE OF COMPLETION OF E&C However if BHEL delay the PG Test more than 120 days from the date of commissioning then BHEL will release the final 10% payment after receipt of BG for 10% of PO value and subject to confirmation by the supplier that they will conduct PG Test immediately whenever there is a call from BHEL at the firmed up price.	
17	DELIVERY PERIOD FOR THE SUPPLY	Please confirm the supply completion on or before 24.12.2017 or 5 Months from the date of Manufacturing clearance, which ever is Later. Vendor to submit all drawings/documents within 2 weeks from the date of purchase order and resubmit the drawings/documents within 1 week incorporating all the comments. In case there are delays of submission of drawings/documents beyond 2 weeks of order or 1 week of comments, that much days of delay would be reduced from delivery period. Vendor can also quote improved delivery date if any or otherwise, please clearly indicate the delivery period in weeks / months from the date of Manufacturing clearance. NOTE: Delivery period shall be reckoned till receipt of materials at site. For LD Purpose, Date of site receipt of material will only be considered.	
18	ERECTION, COMMISSIONING, PG TEST & HANDING OVER PERIOD	Please confirm the completion of ERECTION, COMMISSIONING, PG TEST & HANDING OVER PERIOD within 12 Weeks from the Supply PO Delivery date / Date of Site Readiness whichever is Later. Site Readiness will be informed by BHEL. Please clearly indicate the E & C period in weeks / months from the date of Supply PO Delivery date / Date of Site Readiness whichever is Later.	
19A	LIQUIDATED DAMAGES (LD) - Supply Portion	Please confirm LD for delayed delivery of Equipment (as per IMPORTANT NOTE) @ 0.5% per week for the undelivered portion of the order value and maximum of 10% of the total contract value.	
19B	LIQUIDATED DAMAGES (LD) - E & C Portion	Please confirm LD for delayed ERECTION, COMMISSIONING & PG TEST of Equipment @ 0.5% per week and maximum of 10% of the total contract value.	
20	OFFER VALIDITY	Please confirm Offer Validity for a minimum period of 60 days from the date of price bid opening.	
21	INSPECTION	Please confirm for 'Inspection' of all the Items by BHEL Engineers / BHEL Authorized Engineer and Customer / Consultant Engineer either jointly or individually before the dispatch of the item at vendor works as per approved QAP. Please note that no payment will be made by BHEL towards inspection.	
22	TEST CERTIFICATE (TC)	Please confirm that required TC will be provided at 'No Extra Cost'.	
23A	GUARANTEE CERTIFICATE (GC) - Supply Portion.	Please confirm furnishing of Guarantee certificate in BHEL format for 12 months from the date of commissioning or 18 months from the date of last despatch whichever is earlier.	
23B	GUARANTEE CERTIFICATE (GC) - E & C Portion	Please confirm furnishing of Guarantee certificate in BHEL format for the system for "12 MONTHS FROM THE DATE OF PG TEST OR 18 MONTHS FROM THE DATE OF COMPLETION OF E&C"	
24A	Contract Execution Bank Guarantee (CEBG). Ple Ref: ANNEXURE –A GENERAL TERMS & CONDITIONS (FOR GUIDANCE TO THE SUPPLIERS)Under Clause -J]	To demonstrate the fidelity of the successful bidder, in executing the Contract, on receipt of the Letter of Intent / Purchase Order, the Supplier shall arrange to provide a contract execution bank guarantee (CEBG).	

BHEL : BAP : RANIPET PURCHASE - DESALINATION ANNEXURE - B Commercial Terms and Conditions UF SYSTEM (PRESSURIZED) & ACCESSORIES FOR NTECL VALLUR 3 X 500 MW TPS Enquiry No. 7770567E DATED 28-JUN-2017 Due Date 19-JUL-2017			
SL No.	DESCRIPTION	BHEL (PURCHASER) REQUIREMENT	VENDOR (SELLER) CONFIRMATION
24B	BANK GUARANTEE (BG) TOWARDS Supply Portion (10% OF ORDER VALUE)	BG to be submitted in the format issued by BHEL. BG for 10% of the Total PO Value. Validity of the Bank Guarantee shall be for the entire Guarantee period. Initially, it should be at least 18 months, later extended to cover the entire guarantee period, two months before its expiry. vendor shall submit Contract Performance Bank Guarantee for 10% of Order/ Contract value (excluding taxes, duties & freight) before first submission of documents for payment to cover the due performance of Order/ Contract and to fulfill the guarantee conditions stipulated in the Order/Contract.	
24C	BANK GUARANTEE (BG) TOWARDS E & C Portion. (10% OF ORDER VALUE)	BG to be submitted in the format issued by BHEL. BG for 10% of the Total PO Value valid for 12 months from the date of PG TEST OR 18 MONTHS FROM THE DATE OF COMPLETION OF E&C plus 3 months claim period.	
25	ERECTION MANUAL (INSTALLATION INSTRUCTIONS)	Please confirm for providing of 'comprehensive Erection Manual covering the entire supply which include bought-outs' 6 sets in Hard copy & one CD form.	
26	O & M MANUAL	Please confirm for providing of 'comprehensive O&M Manual covering the entire System' 6 sets in Hard copy & one CD form.	
27	REVERSE AUCTION	Please see the Clause in the main enquiry regarding Reverse Auction (RA). RA will be conducted through our Service Provider. Vendor to confirm acceptance. Please note that in case BHEL decides not to conduct RA, the sealed price bids along with the impact price bids arising out of techno-commercial discussions already available with BHEL only will be opened. Please note that no impact price due to non-conductance of RA will be accepted. Vendor to confirm acceptance.	
28	RISK PURCHASE CLAUSE (CLAUSE No. 6 of General Terms and Conditions for Indigenous offer)	BHEL's Standard Risk Purchase clause will be applicable. Please confirm.	
29	ZERO DATE (CONTRACT EFFECTIVE DATE)	Contract Effective starts from Manufacturing Clearance subject to Documents submission clause. Please confirm for 'Date of Manufacturing Clearance'.	
30	Loading Criteria	Please note that no Commercial deviation is acceptable to BHEL. In case any deviation is taken in any of the commercial terms such as PAYMENT TERMS, LD, PBG, etc., where in we have specified the days, percentages etc., then loading will be done to the extent of the short fall with respect to the upper Limit specified for evaluation. In respect of LD offers which do not accept for LD Clause would be summerly rejected - Please Confirm.	
31	NEGOTIATION	In the event of negotiation if any, please confirm participation only by supplier's representative and not by their Agent which include indian Agent in the case of Foreign Offer.	
32	OTHER DOCUMENTS FOR APPROVAL (BBU)	In the event of order vendor should confirm the submission of BBU for the complete system supply with break up for each line item as well as quantities with value.	
33	PLEASE PROVIDE THE STATUTORY DETAILS (Submit a copy of PAN, if not submitted already)	CST No. : _____ TIN : _____ Tariff No. : _____ PAN No. : _____	
34	CONTACT PERSON'S ON TECHNICAL DETAILS FOR CORRESPONDENCE	Name: _____ Designation: _____ Phone No.: _____ Mobile No.: _____ Fax No.: _____ E-mail ID: _____	
35	CONTACT PERSON'S ON COMMERCIAL DETAILS FOR CORRESPONDENCE	Name: _____ Designation: _____ Phone No.: _____ Mobile No.: _____ Fax No.: _____ E-mail ID: _____	

BHEL : BAP : RANIPET
PURCHASE - DESALINATION
ANNEXURE - B
Commercial Terms and Conditions
UF SYSTEM (PRESSURIZED) & ACCESSORIES FOR NTECL VALLUR 3 X 500 MW TPS
Enquiry No. 7770567E DATED 28-JUN-2017 Due Date 19-JUL-2017

Sl. No.	DESCRIPTION	BHEL (PURCHASER) REQUIREMENT	VENDOR (SELLER) CONFIRMATION
36	Any change in Government duties and Taxes (like GST) the same shall be applicable as per the prevailing rate at the time of dispatch. 1) In the event of change in Indirect Taxes due to introduction of new legislation (Goods and Services Tax) or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Bodies which becomes effective after the date of issue of this contract resulting in increased cost to the Seller will be to the account of Buyer. Similarly, if such change results into a decrease in cost to the Seller, the same shall also be passed on to the Buyer.	Acceptance Required	
37	BHEL will not take cognizance of commercial terms mentioned by the bidder any where else. Commercial terms and conditions indicated in this Annexure - A will only be applicable and binding.	Acceptance Required	
Signature, Seal & Date of offerer on all the pages.			