

Annexure – A- Terms and Conditions

Kone Elevator Spares / BRBCL Nabi Nagar Unit#4

The terms and condition mentioned in this document are applicable the Bidder shall furnish pointwise confirmation/details.

| Description | | Kone Elevator Spares | |
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| Project | | BRBCL Nabi Nagar Unit # 4 | |
| Sl. No. | Terms and conditions | Vendor's Confirmation | |
| 1 | Technical: The Spares list should be in-line with items supplied for the Elevator in the main order PO: 7200001392 dt. 10.02.2014. No deviation format to be submitted along with your offer. | (Confirmed / Not Confirmed) | |
| 2 (a) | Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. | (Confirmed / Not Confirmed) | |
| 2 (b) | Payment Term: 100% direct payment after 90 days from the date of dispatch against site acknowledgement. | (Confirmed / Not Confirmed) | |
| 2 (c) | Liquidated Damages: 0.5 % of PO pending value per week of delay or part thereof subject to a maximum of 10 % of the total order value (PV). | Confirmed / Not Confirmed) | |
| 2(d) | Date of reckoning LD shall be as below: • For Site Despatch: - Site Acknowledgement date. | (Confirmed / Not Confirmed) | |
| 3 | Delivery terms: FOR Project Site (BRBCL Nabi Nagar, Bihar) The quote shall be on respective destination basis, inclusive of Packing & forwarding and Freight charges to your account. Transit Insurance is under BHEL scope. | (Confirmed / Not Confirmed) | |
| 4 (a) | Guarantee / Warranty Period: ALL MATERIALS SHALL BE DEFECT FREE AND SHALL BE REPLACEABLE FREE OF COST DURING GUARANTEE PERIOD. THE ITEMS SHALL BE GUARANTEED FOR A PERIOD OF 18 MONTHS FROM THE DATE OF SUPPLY OR 12 MONTHS FROM THE DATE OF COMMISSIONING, WHICHEVER IS EARLIER. No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer. | (Confirmed / Not Confirmed) | |
| 4 (b) | Repair & replacements: Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end. | (Confirmed / Not Confirmed) | |
| 5 (a) | Kindly Indicate the HSN Code for all items Please indicate applicable GST %, | HSN Code GST % | |
| 5 (b) | Offer Validity: 120 days from bid opening | (Confirmed / Not Confirmed) | |
| 6 | Delivery Period: 120 days from PO. Material shall be dispatched only after obtaining dispatch clearance from BHEL. Vendors shall strictly adhere to the following. a. After obtaining dispatch clearance from BHEL, vendor shall proceed to generate dispatch documents. After generating dispatch documents (Invoice, LR etc.) vendor shall immediately share these documents to BHEL (scan copy over email) for accounting the materials and securing insurance coverage. | (Confirmed / Not Confirmed) | |

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| | <p>c. After accounting, BHEL would be issuing movement clearance to vendor immediately. Only after movement clearance is received from BHEL, actual/physical movement of goods out of vendor's premises shall commence.</p> <p>d. Non-adherence to the above may lead to GST authorities seizing the vehicle & goods and imposing penalty & interest. Any such implication would be to vendors account only.</p> <p>e. Provision of GST Act highlighted below in connection to this - Pursuant to Sec 31 of CGST Act 2017, a tax invoice has to be raised by the registered person supplying taxable goods before or at the time of removal of goods for supply to the recipient, where the supply involves movement of goods. Where a taxable person supplies any goods without issue of any invoice, the tax authorities has powers to detain the consignment and impose penalties equivalent to 200% of the tax payable as per Section 129 of CGST Act 2017."</p> | |
| 7 | <p>Documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> 01. Covering letter 02. Spares List 03. Filled BHEL Terms and condition sheet (Annexure-A) 04. No deviation certificate <p>Note: All the pages of documents are to be signed and sealed by authorized signatory of the company.</p> | (Confirmed / Not Confirmed) |
| 8 | <p>Compliance to GST terms and Conditions:</p> <ol style="list-style-type: none"> I. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST. II. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN. III. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). IV. Invoices will be processed only upon completion of statutory requirement and further subject to following: <ul style="list-style-type: none"> • Vendor declaring such invoice in their GSTR-1 Return/ IFF • Receipt of Goods or Services and Tax invoice by BHEL. | (Confirmed / Not Confirmed) |

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| | <p>V. As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/GSTR-2B).</p> <p>VI. In case of discrepancy in the data uploaded by the 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.</p> <p>VII. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.</p> <p>VIII. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.</p> <p>IX. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.</p> | |
| 9 | <p><u>Fraud Prevention Policy</u> 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.</p> | (Confirmed / Not Confirmed) |
| 10 | <p><u>Packing Requirements:</u> As per vendor standard to avoid transit damage.</p> | (Confirmed / Not Confirmed) |
| 11 | <p>BHEL reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection</p> | (Confirmed / Not Confirmed) |
| 12 | <p><u>Breach of contract, Remedies and Termination:</u> In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:</p> <p>i. from dues available in the form of Bills payable to defaulted supplier against the same contract.</p> | (Confirmed / Not Confirmed) |

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| | <p>ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit</p> <p>iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p> <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.</p> | |
| 13 | <p>Deduction of tax at source (TDS) on payment of certain sum for purchase of goods u/s 194Q of the Income tax Act: TDS on Purchase of Goods u/s 194Q of the Income Tax Act 1961 has been introduced vide Finance Act 2021. The provisions of above section are to be made applicable w.e.f. 01.07.2021. The provisions of section 194Q are reproduced below: Section 194Q: Any person, being a buyer who is responsible for paying any sum to any resident (hereafter in this section referred to as the seller) for purchase of any goods of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall, at the time of credit of such sum to the account of the seller or at the time of payment thereof by any mode, whichever is earlier, deduct an amount equal to 0.1 per cent. of such sum exceeding fifty lakh rupees as income-tax. Explanation--For the purposes of this sub-section, "buyer" means a person whose total sales, gross receipts or turnover from the business carried on by him exceed ten crore rupees during the financial year immediately preceding the financial year in which the purchase of goods is carried out, not being a person, as the Central Government may, by notification in the Official Gazette, specify for this purpose, subject to such conditions as may be specified therein. The key aspects of the provisions of section 194Q are as under: a. Section 194Q requires the buyer of goods to deduct TDS @ 0.1% at the time of payment to the seller or at the time of credit to the account of seller whichever is earlier. b. TDS is deductible where the value of goods purchased during the year exceeds Rs. 50 Lacs and is applicable on the value in excess of Rs.50 lacs. c. Buyer for this section means a person having total sales/gross receipts/turnover exceeding Rs.10 crore during previous financial year TCS on Sales of goods as per section 206C (1H), which is currently applicable @ 0.1%, would not be applicable wherever TDS has been deducted u/s 194Q TDS. This is in line with proviso to section 206C (1H) which states that TCS provisions will not apply if the buyer is liable to deduct TDS on the purchase of goods under any other section of the Income Tax Act 1961 and has deducted the same.</p> | (Confirmed / Not Confirmed) |
| 14 | <p><u>JURISDICTION:</u> In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the arbitration clause</p> | (Confirmed / Not Confirmed) |

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| 15 | <p><u>ARBITRATION & CONCILIATION:</u></p> <p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p>In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p> | (Confirmed / Not Confirmed) |
| 16 | Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. | (Confirmed / Not Confirmed) |
| Note | Any other Techno – Commercial Terms indicated by the vendor in their offer elsewhere, will be ignored. BHEL will proceed with tender evaluation as per Annexure-A terms and conditions only. | |