Sl.No	Annexure-C to Enquiry proposal 3890150E / 29.04.2019 for Commercial Terms and Conditions	SUPPLIER COMMENTS: REQUESTED TO OFFER EITHER CONFIRMED OR ACCEPTED OR REMARKS IF ANY DEVIATION IS TAKEN
1	**Terms of Delivery- Indigenous Suppliers** : FOR Destination: Destination is STORES/NCTPP/NTPC/DADRI/UP as indicated in the enquiry header (Cost, Packing, Forwarding ,Freight & Insurance etc., are in Supplier's scope i.e. included in the quoted prices.)	
2	**Terms of Delivery -Foreign Supplies** : CFR CHENNAI SEAPORT (Cost, Packing, Forwarding & Freight etc., are in Supplier's scope i.e. included in the quoted prices). Insurance in BHEL Scope.	
3	**Delivery Period:** To mention clearly the exact delivery period as it attracts contractual penalty on delays.Delivery is the essence of the contract.	
4	**Terms of payment for Indigenous Suppliers:** **100%** payment will be made directly thru' EFT within 45 day for MSE Vendors and 120 days for Non-MSE Vendors from the date of receipt and acceptance of materials at site. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be “MCLR rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders. (For detials Pl ref Annexure-B-General Terms and conditions.). All bank charges are to seller's account.	
5	**Terms of Payment for Foreign Suppliers:** “100% thru' irrevocable & unconfirmed LC with 120 days usance period from the date of submission of negotiable documents. LC will be establied within 3 months prior to PO delivery date through any one of our Bankers listed elsewhere in the tender conditions for 80% value (less Agency Commission, ifany) valid upto the PO delivery period and 21 days thereafter for negotiation. All bank charges in India to BHEL's account and all bank charges outside India are to Supplier's account. BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be “Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 45days / 90days. Other than BHEL preferred payment term, any demurrage or any penalty arrising out of delay in submission of documents or any other financial implications encountered by the act of bidder/s or supplir/s during the clearance of the goods at customs/ports, will be borne by the bidder/supplier and will be deducted from the supply invoice.	
6	Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of the contract. Agency agreement copy shall be submitted along with Annexure-C without fail. **Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.**	
7	**Contract Execution Bank Guarantee (CEBG):** The Supplier shall submit a BG for 2% of the contract value valid for the agreed delivery period + 3 Months. Attached CEBG Format is to be signed and submitted along with Annexure-C as a token of acceptance. Please note no deviation is allowed.	
8	**PERFORMANCE BANK GUARANTEE (10% OF ORDER VALUE)**: REQUIRED for a period of 39 months (36+3) from the date of supply of material (including 3 months retention period). If any supplier is asking for any deviation or non-acceptance, then suitable loading on cost will be considered (10% value PO value for 39 months). Loading of any deviation w.r.t tender terms will be “Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the relaxation sought by bidders.	
9	**OFFER Validity:** Minimum 90 days shall be offered from the date of Techno Commercial Bid opening (Part-II) or 30 Days from the date of Reverse Auction and which ever occurs later will be considered. The specific acceptance for this offer validity is must.	
10	**Clientele List:** Supplier to submit detailed clientele list with their full address including detail of contact person with phone no., fax no. & e-mail ID as per respective clause of Annexure - B (General terms and Conditions).	

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11	**Price bid opening through Sealed bid / Reverse Auction: BHEL reserves the right to conduct RA/Sealed bid opening depending on the tender outcome.** Supplier confirmation required. The sealed price bids alongwith 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.	
12	**Test Certificate:** To be submitted. With Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions and shall be as per Annexure Q	
13	**QP**: Specific conformation to Submission of manufacturer/vendor quality plan for our review and approval and shall be as per annexure Q	
14	**Guarantee Certificate :** Please conform furnishing 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.	
15	**Warranty** shall be as per clause 17.0 of technical specification PANKI:FGD:AOB:R00	
16	**Inspection before despatch:** Inspection before despatch at supplier's works by BHEL / BHEL appointed Inspection agency / Customer / Customer appointed inspection agency. And other details shall be as per Annexure Q.	
17	**Liquidated Damages (LD)** : The applicable LD shall be at the rate of 0.5% per week to maximum of 10% for the undelivered portion and for the deliveries made beyond the agreed Delivery Period. Delivery being the essence of BHEL's contract requirements, in the event that a Supplier does not accept the above LD condition, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above. Date of material receipt at our stores (Day Book date) will be considered as the 'Delivery date as mentioned in purchase order.	
18	**Risk Purchase Clause** (as per clause-I of Annexure-B) (Supplier Confirmation Required) and as per Terms and Conditions. Non acceptance to risk purchase clause may leads to rejection of offer. Hence bidders are requested to accept risk purchase clause and no clarification on this will be entertained.	
19	**GST** in % (FOR INDIGENOUS SUPPLIER): To be indicated by the supplier.GST invoice is required for availing Input Tax Credit and conformation to pass on ITC.	
20	**GSTIN** of the suppier/Works	
21	**HSN Code**(S) of the items offered	
22	**Firm Price:** Prices shall be kept firm till completion of supplies and acceptance of materials at BHEL stores.	
23	**Supplier Registration Form-** Online submission is to to be done and soft copy of the same to be uploaded along with Technical Bid by new vendors.	
24	**MSE / Non MSE Status with proof for indigenous suppliers.**	
25	For Foreign Offers -Manufacturers' Name and address:	
26	For Foreign Offers - Country of Origin:	
27	For Foreign Offers - Mills Letter of Authority	
28	For Foreign Offers- Agency Agreement	
29	Approximate weight and cubage of the consignment.	
30	It is mandatory to incorporate the following details in the Bill of Lading for Foreign Suppliers Import & export Code (IEC) of importer : BHEL, Ranipet IEC No: 0588138690/38	
31	It is mandatory to incorporate the following details in the Bill of Lading for Foreign Suppliers GST Identification No (GSTIN) of importer;	
32	It is mandatory to incorporate the following details in the Bill of Lading for Foreign Suppliers Official email id of importer (to be used for correspondence by shipping lines and Customs).	
33	Contact details of bidders: Contact person/Designation/Mobile No/Email ID/Fax No/Phone No etc.,	
34	Pointwise conformation/acceptance or comments to our technical specification is must and Each page shall be signed BY THE BIDDER and affixed official seal.	

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35	The contractual delivery period will be reckoned from the date of LOI, which shall be binding on the contract. Suppliers shall quote their best delivery period. Delivery is the essence of all contracts for BHEL. Before opening the Price Bid, based on the commercial bids received, if required, BHEL shall fix a reasonable delivery period, which would be generally the modal value of the deliveries quoted by the tenderers in the Bid. Bidders, who at the time of tender opening (Opening of Commercial Bids) have quoted for a delivery higher than the delivery required by BHEL, would have to accept the delivery period advised by BHEL. Such of those suppliers, who quote for higher than this delivery (i.e. do not meet BHEL delivery requirement) would not be considered for Price Bid Opening.	
36	**Deduction of Income Tax:** (i) TDS shall be deducted, as applicable, for the supervision of Erection & Commissioning Charges. (ii) TDS return shall be filed and TDS certificates shall be issued by BHE**L**	
37	For this **procurement, public procurement (preference to make in India)**, order 2017 dt 15.06.2017 & 28.05.2018 and subsequent order issued by the restrictive nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.In the event of any nodal ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable	
38	Minimum Local content shall be 50%. Please furnish details of location where this value addition has been done (………….)	
39	Margin of purchase preference to make in India shall be 20%	
40	False declaration will be in breach of the code of integrity under Rule 175 (i)(h) of the General Finance Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Finance Rules along with such other actions as may be permissible under Law	