

## Annexure-A-Commercial Terms and Conditions - Enq No. ....

SL. No	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S RESPONSE
1	SUPPLIER QUOTATION REFERENCE NO. WITH DATE	TO BE FILLEED BY SUPPLIER	
2	PRICE	Firm till completion of order.	
3	DELIVERY TERMS	FOR - Destination means FOR - BHEL Stores, Ranipet [Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. Unloading at BHEL Stores would be to the account of BHEL only].	
4	PACKING & FORWARDING	Included. (if extra indicate in %age / value lump sum / value per unit)	
5	FREIGHT & INSURANCE	Included. (if extra indicate in %age / value lump sum / value per unit)	
6	GST	Applicable GST (%) to be indicated by supplier. (IGST/SGST/CGST/UTGST) (Applicable on basic price). Bidder to specify the applicable GST is <b>EXTRA or INCLUSIVE</b> .	
7	HSN # No of products	To be indicated for each product	
8	MSME STATUS (MICRO/SMALL/MEDIUM)	Specific category to be indicated by supplier along with supporting document. (MICRO/SMALL/MEDIUM or Not Applicable)	
9	PAYMENT	100% payment will be made directly thru' EFT <b>within 90 days</b> from the date of receipt and acceptance of materials at BHEL Stores, RANIPET for NON-MSE vendor and <b>within 45</b> days for MSE vendor. 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 "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 sought by bidders.	
10	DELIVERY PERIOD	To be indicated by supplier in weeks.	
11	L.D.CLAUSE	As indicated in Enquiry (ANNEXURE –B, GENERAL TERMS & CONDITIONS) Confirmation L.D. clause as indicated in Enquiry @ 0.5% per week subject to a maximum of 10% PLUS applicable Goods & Services Tax (GST) for the delayed delivery. (In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder)	
12	OFFER VALIDITY	Minimum 90 days from the date of technical bid opening/RA.	

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13	INSPECTION BEFORE DESPATCH	Will be done at suppliers Works Before Dispatch. No Extra cost shall be offered.	
14	TEST CERTIFICATE	Required at no extra cost	
15	GUARANTEE CERTIFICATE	Period: 12 months from the date of commissioning (or) 18 months from the date of supply whichever is earlier. Required at no extra cost	
16	INSTALLATION & COMMISSIONING	Not applicable	
17	O & M MANUAL	Not applicable	
18	RISK PURCHASE	Alternatively, the purchaser at his option will be entitled 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, 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 purchase in addition to penalty due to Liquidated Damage.SPECIFICALLY CONFIRM YOUR ACCEPTANCE	
19	PERFORMANCE BANK GUARANTEE (PBG)	The Performance Bank Guarantee for 10% of Order Value is to be submitted along with the Supply, Valid for 18 months from the date of Supply + claim period as per Reserve Bank of India (RBI) guidelines. Bidder to confirm.	<b>Not Applicable</b>
20	CONTRACT EXECUTION BANK GUARANTEE (CEBG)	The Supplier shall submit a BG for 2% of the Contract value valid for a period of 03 months in excess of agreed delivery period. Attached CEBG Format is to be signed and submitted along with bid as a token of acceptance. Bidder to note that no deviation is allowed. CEBG should be submitted within 30 days from the date of PO.	<b>Not Applicable</b>
21	Confirmation for Reverse Auction	<b>RA SHALL NOT BE APPLICABLE AGAINST THIS ENQUIRY</b>	
22	GST registration no	Supplier to indicate GST registration no of firm	
23	MANUFACTURING PLACE & COUNTRY	To be indicated by supplier.	
24	CONTACT PERSON NAME WITH TELEPHONE/MOB NO & EMAIL	To be provided by supplier.	
25	Any other charges, if applicable	To be specified by bidder in percentage on basic price	
26	Public Procurement (Preference to Make in India)	For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 & 29.09.2020 and subsequent orders issued by the respective 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.	

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SL. No	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S RESPONSE
27	Local content declaration	Supplier to furnish the declaration in the attached format (in company letter head) along with bid.	
28	Land Border sharing declaration	Supplier to furnish the declaration in the attached format (in company letter head) along with bid.	
29	I HAVE THOROUGHLY GONE THROUGH EACH LINE ITEMS AND QUOTED THE PRICES ACCORDINGLY	-	

**Annexure-C-Technical and Quality**

SL No	Description	BHEL's Requirement	Suppliers Comment
1	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).	

The above format shall be completely 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. Non filling-up of columns may lead to rejection of your offer. If there is any difference (in the points accepted/confirmed) between the offer and this filled-up commercial terms & conditions sheet, the later only shall prevail.

DATE:

SIGNATURE WITH SEAL