

Enq:

Comml. terms for Mist Eliminator

Date: XX-XX-XXXX-----

NALCO-Damanjodi

Sl	Terms and condition	To quote	Bidder response
A	Financial Pre Qualification requirement (PQR) -Bidder should have annual turnover of INR 40 lakhs (INR Forty Lakhs). Bidder to submit the Audited balance sheet along with Profit and Loss account for previous three continuous year (Any one : FY 2018-2021 or 2017-2020 or 2016-2019).	Pls furnish	
1	Delivery Terms and Location:	As below	
1a	Terms of Delivery for Indigenous Vendors : Indigenous Vendors can quote on F.O.R (Freight on Road), Destination basis. FOR - Destination means " FOR - NALCO site, Damanjodi " as per NIT and Item list <u>delivery schedule</u> . Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. Unloading at BHEL Site would be to the account of BHEL only. Material delivery date at site date will be considered for LD calculation purpose.If any deviation is taken, loading will be done suitably. Comparison will be done on FOR Destination basis	Please indicate clearly in Item List	
1b	Terms of Delivery for Foreign Vendors : Foreign Vendors can quote on CFR Chennai SEAPORT basis (Cost, Packing, Forwarding & Freight etc., are in Supplier's scope i.e. included in the quoted prices). <u>delivery at chennai port, one month prior to delivery schedule at site</u> . Further loading will be done for overseas insurance, customs duty, inland freight and insurance as per BHEL norms. If any deviation is taken, loading will be done suitably. Comparison will be done on FOR Destination basis. If consignment is despatched through container then detention period shall be 14 Days free period. Bill of Lading date will be considered for LD calculation. Kindly provide the Approximate number of vehicle (Size 12.5 mtr long x 2.5 mtr breadth x 2.5 mtr height and capacity 22 MT) required to load total consignment lot wise.	Please indicate clearly in Item List	
1c	For foreign bidder from land/border sharing countries with India: DPIIT (Department for Promotion of Industry and Internal Trade), Govt of India approval is must to submit along with the bid, failing which, offer will be rejected. Bidder having Manufacturing plant or OEM/collaborators/ technical support offices in the countries sharing land/border with INDIA, falls under this category. For details, kindly refer form 2 of Make in India.	Pls furnish	

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2	Delivery Period: To mention clearly the exact delivery period as it attracts contractual penalty on delays. Delivery is the essence of the contract. The contractual delivery period will be reckoned from the date of Manufacturing clearance, which shall be binding on the contract. To be indicated in days from date of receipt of manufacturing clearance for each item. 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. SUPPLY IS TO BE MADE either as per Delivery schedule(Tentative only) or within 5 months from the date of manufacturing clearance, and AFTER READINESS OF SITE ONLY, whichever is later. Abnormal delivery quote is liable for rejection. HENCE PLS QUOTE THE MINIMUM days REQUIRED FOR SUPPLY, AFTER GETTING CLEARANCE FROM BHEL.-BHEL requirement is Nov-2021 for supply and Apr-2022 for E&C.	Please indicate clearly in Item List	
3	Payment terms - Bidder shall opt for any of the payment terms as given below. Any deviation may lead to rejection of the offer. Indigenous vendors claiming LC payment / advance will be liable for rejection. Invoice shall be processed upon receipt of error-free GST complianced invoice along with the necessary documents. Payment shall be made after processing of invoice. Invoice processing may take 2-3 weeks from the date of receipt.	below stated	
3a	<p>Terms of payment for Indigenous Suppliers : Alternate - I : 90% payment will be made directly thru' EFT within 45 days for MSME Vendors and 90 days for Non-MSME vendors from the date of receipt and acceptance of materials at BHEL Site with submission of PBG.</p> <p>Balance 10% and 100% of supervision of Erection and Commissioning charges will be paid within 45 days for MSME /90days for non-MSME on completion of Erection and Commissioning, based on site certification. If the site is not ready for 2 years from the date of supply, then this 10% payment for the supply portion to be released with the equivalent value of BG, valid for another 2 years or till completion of E&C, whichever is earlier. However, 100% of supervision of E&C is to be made only after completion of E&C, based on site certification.</p> <p>100% payment for the mandatory spares will be made in 45 days for MSE vendors and 90days for Non-MSE Vendors from the date of receipt and acceptance of materials.</p> <p>No loading will be considered for this option.</p>	Y/N	

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3b	<p>Terms of payment for Indigenous Suppliers :Alternate II : * 10% progress/stage/milestone payment against approval of Drawings in Cat -2 and submission of Advance Bank Guarantee (ABG) for equal amount valid till the receipt and acceptance of materials at site and submission of 2% CEBG. This payment to be released within 90 days (45 days in case of MSME) of submission of claim.</p> <p>* 80% payment against receipt and acceptance of materials within 90 (45 days in case of MSME) days from the date of receipt and acceptance of materials at site and submission of Performance Bank Guarantee (PBG) for 10%.</p> <p>* 10% of supply + 100% of supervision of E&C, wherever applicable, to be made within 90days (45days for MSME) after completion of Erection & commissioning of this item. If the site is not ready for 2 years from the date of supply, then this 10% payment for the supply portion to be released with the equivalent value of BG, valid for another 2 years or till completion of E&C, whichever is earlier. However 100% of supervision of E&C is to be made only after completion of E&C.</p> <p>*100% payment for the mandatory spares will be made in 45 days for MSE vendors and 90days for Non-MSE Vendors from the date of receipt and acceptance of materials.</p> <p>Suitable loading shall be applicable as per cl 3e</p>	Y/N	
3c	<p>Terms of Payment for Foreign Suppliers : Alternate I : “90% thru’ irrevocable & unconfirmed LC payable in 90 days from the date of despatch, through any one of our Bankers listed elsewhere in the tender conditions for 100% value (less Agency Commission, if any) valid up to the PO delivery period and 15 days thereafter for negotiation with submission of PBG. LC shall be established 2 to 3 months prior to shipment. BL date shall be considered for calculation of LD.</p> <p>*Balance 10% and 100% of Supervision for Erection and Commissioning will be made based on proforma, through irrevocable & unconfirmed LC payable in 45 days after completion of Erection and Commissioning based on site acknowledgement. If the site is not ready for 2 years from the date of supply, then this 10% payment for the supply portion to be released with the equivalent value of BG, valid for another 2 years or till completion of E&C, whichever is earlier. However 100% of supervision of E&C is to be made only after completion of E&C, based on site acknowledgement.</p> <p>*100% payment for the mandatory spares will be made in 90 days from the date of shipment. LC will be established 2 months prior to shipment.</p> <p>No loading will be considered for this option.</p>	Y/N	

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3d	<p>Terms of Payment for Foreign Suppliers : Alternate II : * 10% progress/stage/milestone payment against approval of Drawings in Cat -2 and submission of Advance Bank Guarantee (ABG) for equal amount valid till the receipt and acceptance of materials at site and submission of 2% CEBG. This payment to be released in 90 days of submission of claim through irrevocable & unconfirmed LC.</p> <p>* 80% through irrevocable & unconfirmed LC against delivery of materials in 90 days from the date of dispatch / shipment through any one of our Bankers listed elsewhere in the tender conditions (less Agency Commission, if any) valid upto the PO delivery period and 15 days thereafter for negotiation & submission of Invoice and Performance Bank Guarantee (PBG). LC shall be established 2 to 3 months prior to shipment. BL date shall be considered for calculation of LD.</p> <p>* 10% of supply + 100% of supervision of E&C, wherever applicable, to be made in 90days through irrevocable & unconfirmed LC, after completion of Erection & commissioning of this item. If the site is not ready for 2 years from the date of supply, then this 10% payment for the supply portion to be released with the equivalent value of BG, valid for another 2 years or till completion of E&C, whichever is earlier. However, 100% of supervision of E&C is to be made only after completion of E&C.</p> <p>*100% payment for the mandatory spares will be made in 90 days from the date of shipment. LC will be established 2 months prior to shipment.</p> <p>Suitable loading may be applicable as per cl 3e</p>	Y/N	
3e	<p>Loading: Those who have opted payment terms alternate I - Loading shall not be applicable.</p> <p>All bank charges in India to BHEL's account and all other charges outside India to Supplier's account</p> <p>Loading terms for payment terms alternate-II: Those who are opting for payment terms alternate II - Loading shall be applicable (ie., "Base rate of State Bank of India (SBI), prevailing on the date of price bid + 6% for minimum 1 year on 10% of quoted value. 10%payment made prior to supply, assuming one year advance (9 months for supply+3 months for payment period).</p>	Pls Confirm	
4	<p>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 TECHNICAL BID 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.</p>	Pls Confirm	

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5	Contract Execution Bank Guarantee (CEBG):The Supplier shall submit a BG for 2% of the contract value valid for the 3 month in excess of agreed delivery period. Attached CEBG Format is to be signed and submitted along with bid as a token of acceptance. In the event of ordering, CEBG shall be submitted within 30 days from the date of order. Please note that no deviation is allowed.	Pls Furnish	
6	"PERFORMANCE BANK GUARANTEE (10% OF ORDER VALUE): The performance guarantee for 10% of Order value is to be submitted, in the event of ordering, valid for 18 months from the date of E&C or 24 month from the date of supply completion, whichever is earlier."- Pls confirm. If not agreed, offer is liable for rejection.	Pls Furnish	
7	OFFER Validity: Supplier to mention clearly the validity date of the offer. Minimum 90 days from the date of Technical Bid (Part-I) opening or 45 days from the price bid opening/Reverse Auction date (whichever occurs later). The specific acceptance for this offer validity is must. -Pls confirm.	Pls confirm	
8	For Foreign Offers: (provide the details)	Y/N	
8a	(i) Manufacturers' Name and address:	Pls furnish	
8b	(ii) Country of Origin:	Pls furnish	
8c	(iii) Mills Letter of Authority	Pls furnish	
8d	(iv) Agency Agreement	Pls furnish	
8e	(v) Approximate weight and cubage of the consignment.	Pls furnish	
8f	(vi) DNB report shall be submitted along with the technical offer	Pls furnish	
9	Price bid opening through Sealed bid / Reverse Auction: EPS price bid will only be opened for techno-commercially qualified bidder. RA shall be conducted online through Internet on projectwise package cost. The sealed price bids alongwith the impact price bids (if allowed by BHEL), arising out of techno commercial discussions already available with BHEL only will be opened.	Pls confirm	
10	Test Certificate: To be submitted as per approved MQP alongwith Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions-Pls confirm	Pls confirm	

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11	Taxes and duties : GST in % (for Indigenous supplier): "Please indicate the exact percentage of GST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. It is the responsibility of the seller to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST/SGST/UTGST/IGST). GST invoice is required for availing Input Tax Credit.	Bidder to provide detail	
11a	GSTIN of the supplier/ works - attach the GST registration copy – Vendor to provide detail	Y/N	
11b	HSN CODE(s) of the items offered.- Vendor to provide detail	Pls furnish	
11c	PAN No - Attach the Copy of PAN card- Vendor to provide detail	Pls furnish	
12	Guarantee/warranty Certificate: Guarantee/warranty Certificate shall be given to meet the performance as per clause 12.0 and 13.0 of Tender technical specification. In case of failure of the equipment to meet the guarantee, NTPC/BHEL reserves the right to reject the equipment. However, Site incharge/BHEL reserves the right to use the equipment until new equipment supplied by bidder meets the guaranteed requirement.	Pls confirm	
13	"Inspection before despatch: Inspection before despatch (including stage-wise inspection) at supplier's works by BHEL/authorised agency at BHEL cost." In case of foreign supplies, vendor shall engage and appoint any internationally reputed third party inspection agencies at their cost and send the inspection report for BHEL/customer's review and clearance / acceptance. List of inspection agencies are provided in Annexure - Q	Pls confirm	
14	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 BHEL	Pls confirm	
15	"Liquidated Damages (LD) : The applicable LD shall be at the rate of 0.5% per week to maximum of 10% for the entire PO value, delivery 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. " - Pls confirm. Deviation, if any, shall be brought.	Pls confirm	

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16	Risk Purchase Clause (as per clause-I of Annexure-B) (Supplier Confirmation Required) - Pls accept the terms. Otherwise, liable for rejection	Pls confirm	
17	"Firm Price: Prices shall be kept firm and unchanged till completion of supplies."- Offers with firm/constant price only will be considered.	Pls confirm	
18	Supplier Registration Form (for new bidders/vendors)- Online submission is to be done and soft copy of the same as per annex F to be uploaded along with Technical Bid by new vendors.	Reqd for new vendors	
19	"MSE / Non MSE Status with proof MSE Proof to be submitted. Udyog portal registration certificate with date of filing and registration shall be submitted along the offer Otherwise, it will be treated as Non MSE"	Pls furnish	
20	For this procurement, public procurement (preference to make in India), order 2017 dt 15.06.2017, 28.05.2018, 29-05-2019 & 04-06-2020 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	Pls confirm	
21	Minimum Local content declaration in %. Please furnish the local content declaration format and details of location where this value addition has been done. Make sure to attach the filled in signed and stamped format (Make in India Form i and II) on bidder letter head.	Pls furnish	
22	Margin of purchase preference to make in India shall be 20%	Pls furnish	
23	Acceptance to our General Terms & Conditions (Annexure B Ver 22)	Pls furnish	
24	Acceptance for submission of signed MQP as per sample format enclosed, in the event of ordering, MQP to be submitted.	Pls furnish	
25	Annexure F - to be filled in by all New Indian vendors and to be uploaded	Pls furnish	
26	Annexure G (Frame work Confidentiality agreement) - to be filled in by all New Foreign vendors and to be uploaded	Pls furnish	
27	Pointwise conformation/acceptance or comments to our technical specification is must and Each page shall be signed with date BY THE BIDDER and affixed official seal/stamp.-Pls confirm	Pls furnish	

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28a	Contact details (Name, Designation, Mobile No, and e-mail id) of bidders for technical queries – Provide details	Pls furnish	
28b	Contact details (Name, Designation, Mobile No, and e-mail id) of bidders for commercial queries – Provide details	Pls furnish	
29	"False declaration will be in breach of the code of integrity under Rule 175 (j)(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"-Pls confirm	Pls furnish	
30	It is mandatory to incorporate the following details in the Bill of Lading for Foreign Suppliers: GST Identification No (GSTIN) of importer and Official email id of importer (to be used for correspondence by shipping lines and Customs), Import & export Code (IEC) of importer, (BHEL, Ranipet IEC No: 0588138690/38)	Pls furnish	
31	GeM seller Id (Kinly register and obtain the same. Offer from Non registered bidder on GeM will not be evaluated)	Pls furnish	
32	Currency Quoted (INR/EURO/USD) - Any other currency is liable for rejection	Pls furnish	
33	City/Country of dispatch (If country of dispatch/Quote is sharing land/border with India, kindly ensure to submit DPIIT approval, as per CI 1c	Pls furnish	

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