

SI No	Commercial terms and conditions (Annex-C)	BHEL requirement	Bidder response
1	<b><u>Pre Qualification requirement (PQR)</u></b> (a) Technical Spec: As per tender technical Specification (bidder to submit relevant documentary evidence) (b) Financial: Average annual financial turnover during the last Three Financial Years shall not be less than 7 lakhs. The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for last three years (or from the date of incorporation, whichever is less). Foreign bidder may submit the DnB reports.	Please furnish	
2a	<b><u>Delivery Terms and Location</u></b> (for all the bidders, including boarding, Lodging TA & DA, No payment will be admitted other than the quote): Completion of work at BIFPCL-Maitree/ Bangladesh. Note: Pls provide the Name of personnel planned to visit at site along with passport and covid vaccination certificate. In case Indian agent as available, Foreign personnel may guide through remote to the Indian visiting personnel.	Please indicate the term clearly.	
2b	For foreign bidder from land/border sharing countries with India: Being requirement as sub-assemblies activity etc. DPIIT (Department for Promotion of Industry and Internal Trade), Govt of India approval is not applicable.	Note Pls	
3	<b><u>Delivery Period:</u></b> Delivery is the essence of the contract. Mention the exact delivery period as it attracts contractual penalty on delays. The contractual delivery period will be reckoned from the date of LOI / PO, which shall be binding on the contract. BHEL requirement is to complete the work in <b>30 days</b> (tentative), to be initiated at the earliest. Bidder may provide the detailed requirement from BHEL along with support, Machineries etc. Considering the 15 days for commissioning, bidder shall plan to complete the supervision for erection activity in 15 days. Offers with abnormal delivery period will be liable for rejection.	Please confirm	
4	<b><u>Payment Terms</u></b> 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 compliant 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	
4a	<b><u>Terms of payment for Indigenous Suppliers:</u></b> 100% payment through NEFT within 90 days (45 days for MSE) after completion of supervision of E&C based on site acknowledgement. Bidder to submit the original copies of day wise site report, final MoM/completion copy alongwith GST compliance invoices in triplicate.	Y/N	
4b	<b><u>Terms of payment for Foreign Suppliers: alternate 1</u></b> 100% thru' irrevocable & unconfirmed LC payable in 30 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 original copies of day wise site report, final MoM/completion copy alongwith invoices in triplicate. LC shall be established 2 months prior to shipment. Completion date as per final MoM, shall be considered for calculation of LD.	Yes/No	
4c	<b><u>Terms of payment for Foreign Suppliers: alternate 2</u></b> 100% payment through NEFT within 30 days after completion of supervision of E&C based on site acknowledgement. Bidder to submit the original copies of day wise site report, final MoM/completion copy alongwith invoices in triplicate.	Yes/No	

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4d	For deviations in payment terms, suitable 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).	Note Pls	
5	<b>Deduction of Income Tax:</b> (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	
6	<b>Performance Bank Guarantee (10% of Order Value):</b> Against the workmanship- The performance bank guarantee for 10% of Order value is to be submitted along with the supply, valid for 24 months from the date of E&C , whichever first occurs.	Pls Confirm	
7	<b>Offer Validity:</b> Supplier to mention clearly the validity date of the offer. Minimum 120 days from the date of Technical Bid opening or 90 days from the price bid opening (whichever occurs later). The specific acceptance for this offer validity is must. Pls confirm.	Pls confirm	
8	<b>Price Bid Opening / Reverse auction through Internet:</b> Online EPS Price Bid will be opened only for the techno commercially qualified offers, after evaluation. Reverse Auction shall be conducted. Vendors to confirm acceptance for participation in RA. Deviation may libe to rejection of offer.	Pls confirm	
9	<b>Taxes : GST in % (for Indigenous Supplier):</b> 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 Act/SGST Act/UTGST Act/IGST Act). GST invoice is required for availing Input Tax Credit.	Bidder to provide GST % as applicable	
10	<b>Guarantee / Warranty Certificate:</b> Guarantee / Warranty Certificate shall be given against the directional workmanship, stating that "all the supervision is performed as per the BHEL approved drawings". Deviation shall be provided separately, if any.	Pls confirm	
11	<b>Liquidated Damages (LD):</b> LD shall be levied 0.5 % of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value (Supervision of E&C) or as specified in NIT. Levy of LD will be without prejudice to any other relief /compensation available to BHEL, Ranipet under any other condition of the contract/applicable legal provisions. Delivery / execution 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	
12	GSTIN of the supplier/ works - attach the GST registration copy – Vendor to provide detail	Y/N	
13	HSN CODE(s) of the items offered.- <b>Vendor to provide detail for all the items</b>	Pls furnish	
14	PAN No - Attach the Copy of PAN card- Vendor to provide detail	Pls furnish	

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15	"Firm Price: Prices shall be kept firm and unchanged till completion of service"- Offers with firm/constant price only will be considered.	Pls confirm	
16	Supplier Registration Form (for new bidders/vendors): Online submission is to be done and soft copy of the same as per annexure F to be uploaded along with Technical Bid by new vendors.	Reqd for new vendors / bidders	
17	For Indian bidders, MSE Status with proof to be submitted. Udayam registration certificate and MSME registration certificate with date of filing and registration shall be submitted along the offer Otherwise, it will be treated as Non MSE"	Pls furnish	
18	Preference to purchase shall be provided to Indian bidders, as per govt norms, subject to matching the price of Non-Indian L2 bidder. E.g In case of L1 is Indian (whatever be L2 subjected to MSME guidelines), L1 will be awarded, In case L2 is Indian, L2 will be counter offered to match the L1 foreign price, If agreed, L2 will be awarded , if not agreed, L1 will be awarded. For comparison, cost to BHEL in INR is shall be taken.	Pls confirm and submit the local content form if applicable	
19	Acceptance to BHEL General Terms & Conditions (Annexure B Ver 22)	Pls confirm	
20	Annexure F - to be filled in by all New vendors and to be uploaded	Pls confirm	
21	<b>Acceptance towards Risk Purchase Clause (as per clause-I of Annexure-B) (Supplier Confirmation Required) - Pls accept the terms. Deviation may liable for rejection of the offer.</b>	Pls confirm	
22	Pointwise conformation/acceptance or comments to tender technical specification is must and Each page shall be signed with date BY THE BIDDER and affixed official seal/stamp. Pls confirm	Pls furnish	
23	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	For information	
24	Contact details of bidders for technical queries – Provide details	Furnish below	
25	Name of person	Pls furnish	
26	Designation	Pls furnish	
27	Mobile No / Telephone No.	Pls furnish	
28	e-mail id	Pls furnish	
29	GeM Seller ID (if available)	Pls furnish	