

ANNEXURE - C: COMERCIAL TERMS AND CONDITIONS FORM			
No	CLAUSE	BHEL REQUIREMENT	SUPPLIER'S RESPONSE
1	PRICE	Firm till completion of order. (Bidder to quote FOR destination basis)	
2	DELIVERY TERMS	F.O.R. Destination (DTS - NALCO, KORAPUR, ODISHA - 763008)	
3	HSN CODE	To be indicated by supplier.	
	GST %	To be indicated by supplier.	
4	GSTN NO. OF ORG.	To be indicated by supplier.	
5	BHEL'S PAYMENT TERMS	100 % within 90 days from the date of receipt and acceptance of material at BHEL-Store for Non-MSE supplier, 60 days for Medium Enterprises and 45 days for MSE (Micro & Small) supplier. [For claiming of benefits, Udyam Registration Certificate must be attached along with offer]	
6	DELIVERY PERIOD	Delivery period in terms of number of weeks from the date of Drawing approval/BOM approval/Manufacturing clearance.	
7	L.D. CLAUSE	As indicated in Enquiry (As per IMPORTANT NOTE) @ 0.5% per week to max of 10% for the delayed delivery. [Special note: any deviation to this clause shall be loaded with quoted basic price while evaluating the offer].	
8	OFFER VALIDITY	Minimum 90 days from the date of technical bid opening.	
9	REVERSE AUCTION (RA)	Kindly confirm your acceptance	Not applicable for this tender
10	PERFORMANCE BANK GUARANTEE [PBG]	The offer would be loaded in case of non acceptance for 10% [(10% x PO value x 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%] for the period of 21 months ie., 18+3 months).	Not applicable for this tender
11	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 as a token of acceptance. Please note no deviation is allowed.	Not applicable for this tender
12	INSPECTION BEFORE DISPATCH	Will be done at supplier's works before dispatch by BHEL/BHEL Approved agency/CUSTOMER.	
13	TEST CERTIFICATE	Required and to be submitted by suppliers as per the attached specification.	
14	RISK PURCHASE CLAUSE (MANDATORY TO ACCEPT)	Your confirmation to our standard risk purchase clause that alternatively the Purchaser at his option will be entitled to terminate 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 or dispatch 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 purchases in addition to penalty at the rate of LD clause agreed.	
15	BHEL STANDARD GUARANTEE CLAUSE	Your confirmation to our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch which ever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet/ Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order.	
16	MSME / NON MSME STATUS	Please confirm whether your company falls under the category – MSME or Non MSME. If MSME - Micro, small or medium enterprise, copy of certificate attested by certified chartered accountant shall be submitted along with the offer. [IMPORTANT NOTE: - MSE suppliers can avail intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement of EM II) or valid NSIC certificate or EM II certificate along with attested copy of a chartered accountant certificate (Format enclosed as Annexure-1 where deemed validity EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized of attested by a gazette officer.] or inline with latest govt circular	
17	PLACE OF MANUFACTURING	Please mention your complete address of the place of manufacturing and order to be placed on which addressed.	
18	TECH. SPEC. [AS PER ITEM DESCRIPTION]	PLEASE CONFIRM	
19	DATA SHEET/DRAWINGS	To be submitted as per Technical Specification. Please confirm	Not applicable for this tender
20	QUALITY PLAN	To be submitted as per Technical Specification. Please confirm	
21	SUPPLIER'S CONTACT NO. & E-MAIL.	Please mention	
22	OFFER REFERENCE AND DATE	Please mention	
23	DECLARATION OF LOCAL CONTENT [CLASS-I & CLASS-II SUPPLIER]	Declaration of Local Content by Local supplier as per the Public Procurement Policy-2017 (Make in India). The attached MII-Local Content declaration Form to be submitted in Company Letter Head.	