ANNEXURE-A (For Indigenous vendor)

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with the Technical Bid.
Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation (if otherwise mentioned).

Description of the Equipment:	**Sensor and Sonic Tube Assembly**	
BHEL Tender No. & Date	Enq No. 1701901126 Date: 13.08.19 Due date:03.09.19	
Sl No.	**Terms and conditions**	**Vendor's confirmation**
1	**Technical :** **This requirement is for Korba West – 3 & 4 projects** a. **Specification**: 1. CI: BS10: AUTOPURGE: STASA REV 02 **b. Quality Plan:** QA: CI: STD: QP: 73 REV 00 c. **Packing Procedure:** QA: CI: STD: PR: 04 REV 03	
2	**Firm Price:** The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	
3	**FOR Basis:** The quote shall be on **FOR/ BHEL Trichy Stores basis** as indicated in enquiry, inclusive of Packing and forwarding charges, Freight and insurance charges.	
3 (a)	**Freight charges:** (Freight charges shall be vendor's scope). May be quoted as either inclusive in the basic price or separately in the EPS Price bid form **Kindly Note: If the Freight Charges is not available in Price Bid form, then it will be considered as inclusive of your quoted basic prices and no further communication will be entertained regarding this.**	
3 (b)	Insurance charges: BHEL Scope (Offer will be loaded 0.13% of (basic material value + Freight + Forwarding & Packing).	BHEL SCOPE
4 (a)	**Payment terms:** 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials at BHEL Trichy stores. **Note: Any deviation in the above Payment Terms, any other conditions in payment terms or any other Payment Terms will not be accepted and offers will not be considered.**	
5 (a)	**Liquidated damages:** Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at	

	the rate of **½% of the total order value per week or part thereof subject to maximum of 10% of the total order value.** For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay of part thereof, subject to a maximum of 10% of the total order value.	
5 (b)	**Loading Criteria** **LD / Penalty:** Any deviation of the above LD/Penalty clause, loading will be applied to the extent to which it is not agreed by the bidder(at offered value).	
6 (a)	**Guarantee / Warranty Period** Guarantee clause 18months from the date of supply or 12 months from the date of actual put in use, whichever is earlier.	
6 (b)	**Loading Criteria** **Guarantee / Warranty Period:** No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.	
7 (a)	**Please mention your GSTIN Number and HSN Code** **GSTIN Number:** **HSN Code:**	
7 (b)	**Applicable GST percentage:**	
7 (c)	**<u>Implementation of GST</u>** For supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier shall fully comply to the below points. 1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST. 2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. 3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). 4. Invoices will be processed only upon completion of statutory requirement and further subject to following: a. Vendor declaring such invoice in Form GST ANX-1	

	b. Receipt of Goods or Services and Tax invoice by BHEL 5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL.Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2). 6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL. 7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest(currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor 8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor. 9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor. 10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number. 11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.	
8	**Risk purchase:** If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL 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 despatch within the delivery period mentioned in the Purchase Order.	

9	**DELIVERY PERIOD:** Our delivery term shall be 4 months from the date of Document approval	
10	**Validity:** 120 days from Technical Bid opening. Non-compliance of the same will result in offer being liable for rejection	
11	**GENERAL CONDITION:** Kindly submit the 'no deviation format' with clear indication of Specification ref, Quality plan and Packing Procedure.	
12	**REVERSE AUCTION:** Reverse Auction is not applicable for this tender.	
13	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
14	**DOCUMENT SUBMISSION** In case of PO, documents (drawings, data sheets and quality plan in triplicate) shall be submitted within 15 days from the date of receipt of PO and the revised documents shall be submitted within 1 week from the date of receipt of engineering / quality comments	
15	**QUANTITY OF TENDERED QTY** BHEL reserves the right to increase or decrease the tendered quantity	
16 (a)	**BENEFITS TO MSE VENDOR:** MSE suppliers can avail the intended benefits only if they submit along with the offer, attested/notarized copies of either 1. Valid NSIC certificate or EM II certificate along with CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status (MICRO or SMALL) where the deemed validity of EM II is over (OR) 2. Udyog Aadhaar Memorandum No. & CA Certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry, in case of any deficiency in the above required documents or in case the documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal even if submitted earlier. Documents should be notarized or attested by a Gazetted officer. **<u>For Non-Splitable items (Package basis):</u>** i. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor. ii. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE.	Confirm MSE status 1. MSE 2. NON-MSE.

	iii. If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on. iv. Finally if none of the MSE vendor in the price band is not accepting, it will be ordered on L1 non MSE vendor. **For Splitable items (Item wise evaluation):** i. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who are quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for 25% of the tendered quantity. 3% reservation for women owned MSEs, within the above mentioned 25% reservation. 6.25% reservation from MSE owned by SC / ST entrepreneurs, within the above mentioned 25% reservation. In case of more than one such MSE, the supply shall be shared proportionately. Payment for MSE indigenous vendors will be as per MSMED Act, 2006.	
16 (b)	**IF MSE VENDOR** MSME CERTIFICATE	Attached/ Not Attached
16 (c)	MSE- VALIDITY DATE	From: To:
16 (d)	CA CERTIFICATE	Attached/ Not Attached
16 (e)	CA - VALIDITY DATE	From: To:
17	**Fraud prevention policy** The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice	
18	**PRE QUALIFICATION REQUIREMENT** The BIDDER has to compulsorily meet the following requirements to get qualified for considering the technical offer: 1. Vendor shall manufacture 1 set of sonic tube assembly & sensor assembly (prototype). Vendor shall offer stage inspection for the same. 2. After approval to above said, Vendor shall manufacture remaining quantity. 3. Vendor should have in-house facilities to manufacture and assemble the items of sonic tube assembly and sensor assembly. Also, the similar items should have been supplied to any of the Industry and reference list for the same shall be submitted in PQR bid.	

19	For this procurement, Government of India Order: Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 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/WE 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, shall be applicable. Default margin of purchase preference shall be 20% to local suppliers, with default minimum local content of 50%.	
20	Vendor shall submit Self-certification in their letter head indicating the percentage of local content. " Enquiry Ref.:--------------------- Quotation Ref.:------------------ We herewith informing you that material procurement related to the above cited enquiry items from domestic is ---% and the Place of Manufacture is".	

By signing this Annexure, the vendor consents that the terms & conditions accepted in this Annexure alone, shall be binding between BHEL and the Vendor and no other terms mentioned, elsewhere in the Offer/Quotation will be considered/accepted by BHEL.