ANNEXURE- B (For Indigenous vendor)

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

Note: This Annexure has to be mandatorily filled & signed by the bidder and submitted along with Technical Bid.

Description of the Equipment:	MASS FLOW METER
BHEL Tender No. & Date	

Sl No.	Terms and conditions	Vendor's confirmation
1(a)	This requirement is for supply of MASS FLOW METER for TATA Steel Ltd, 2X 250 TPH (1430,1431) project, Kalinga Nagar as per the following specification **Technical Specification:** TCI/206/1430/MFM Rev 00 **Datasheet:** CI/1430/MFM/DS Rev 00 **Quality plan**: QA:CI:STD:QP:72 Rev 01 **Packing Procedure** : QA:CI:STD:PR:04 REV 03	
1 (b)	Inspection by BHEL or BHEL Approved Third Party Inspection Agencies/Customer as per approved quality plan at vendor works before dispatch, is applicable. Shipment shall be made only after obtaining despatch clearance from BHEL /MDCC from Customer.	
1 (c)	Confirmation & submission of all PQR documents as per Annexure C (Technical pre-qualification requirements)	
2	**Firm Price**: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	
3 (a)	**FOR Basis**: The quote shall be **FOR / SITE basis**, inclusive of P&F and freight charges.	
3 (b)	**Insurance charges**: BHEL SCOPE	
4 (a)	**Payment terms**: 100% direct payment after 60 days from the date of dispatch against site acknowledgement. Any deviation in the above payment term, any other conditions in payment term or any other payment term will not be accepted and the offers of such vendors are liable for rejection.	
5 (a)	**Liquidated damages (LD):** 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 of 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 or part thereof, subject to a maximum of 10% of the total order value.	
5 (b)	Loading Criteria for 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 leads to rejection of offer.	
7 (a)	**GSTIN Number and HSN Code** GSTIN Number: HSN Code:	
7 (b)	Applicable GST percentage for quoted items:	
7 (c)	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. <u>Indigenous suppliers:</u> a) 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.	

	b) 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. c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). d) Invoices will be processed only upon completion of statutory requirement and further subject to following: i. Vendor declaring such invoice in Form GST ANX-1 ii. Receipt of Goods or Services and Tax invoice by BHEL e) 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). f) 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. g) 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 h) 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. i) 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. j) 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. k) 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 8 weeks from the date of document approval.	
10	**Validity**: 120 days from Technical Bid (PART 1) opening. Non-compliance of the same will result in offer being liable for rejection.	

11	**NO DEVIATION:** Submit the "No deviation" with clear indication of our Enquiry ref, specification & packing procedure references in deviation format as attached. In case of deviations, indicate clearly clause wise deviations with reasons in Sub delivery deviation format .	
12	**Reverse Auction**: Reverse Auction is not applicable for this tender.	
13	Since all items in this enquiry are treated as single package, not quoting any item will lead to rejection of your offer.	
14	**Document submission**: In case of PO, documents (drawings, data sheets and quality plan) shall be submitted within 14 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. Any delay beyond the above specified period will be considered for LD calculation.	
15	**Evaluation:** Evaluation will be done on total cost to BHEL basis, after the loading as applicable wherever deviations are observed.	
16 (a)	**MSE VENDOR:** 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. 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. These condition will be incorporated in the enquiry terms and condition. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested/notarized copies of either 1. EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or 2. Valid NSIC certificate or EM II certificate along with original of CA certificate (Format enclosed) 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. 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 and MSE status of such suppliers shall be shifted to NON MSE suppliers till the supplier submit this documents. Documents should be notarized or attested by a Gazetted officer. Definitions of MSEs owned by SC/ST is under: • In case of proprietorship firm, proprietor must be SC/ST. • In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit. • In case of private limited companies, at least 51% share must be held by SC/ST promoters. Authorised Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered. • District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1st class stipendiary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner. • Chief Presidency magistrate / Additional chief presidency magistrate/Presidency magistrate. • Revenue Officer not below the rank of thasildar. • Sub-Divisional officer of the area where the individual and / or his family normally resides. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.	Confirm MSE Vendor or NON-MSE Vendor 1. MSE 2. NON-MSE

	Payment for MSE indigenous vendors will be as per MSMED Act, 2006.	
16 (b)	IF MSE VENDOR MSME CERTIFICATE	Attached/ Not Attached
16 (c)	If MSE- attach copy of UAM certificate	Attached/ Not Attached
16 (d)	Latest CA CERTIFICATE for FY 2018-19 as per attached format	Attached/ Not Attached
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	**Priced offer:** Vendor should quote unit rate inclusive of P&F and freight charges in the column provided in EPS – PRICE BID, in INR.	
19	**Make in India:** 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/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. Default margin of purchase preference shall be 20% to local suppliers, with default minimum local content of 50%. For more details, pls refer the Public Procurement (preference to Make in India), order 2017 dtd 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry. Vendor shall submit Self-certification in their letter head indicating the percentage of local content along-with the Technical offer **as per attached format.**	
20	Documents are to be submitted along with technical bid (Part-1) 01. Filled “No Deviation” form as per attached format 02. Filled commercial T&C sheet (Annexure-B) 03. Technical documents / Catalogue’s if any 04. PQR supporting documents 05. Filled Third party non-disclosure agreement 06. Declaration of Local content (Make in India) Note: All the pages of documents are to be signed and stamped by authorized signatory of the company	
21	BHEL will proceed the tender evaluation with finalised commercial T&C as per Annexure B only. Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will not be considered.	