	ANNEXURE - C to Enq 3890383E		
	CHECK LIST STANDARD TECHNICAL AND COMMERCIAL TERMS & CONDITIONS		
S No.	**BHEL Standard Terms**	BHEL COMMENTS	**Supplier Confirmation**
	CHECK LIST STANDARD COMMERCIAL TERMS & CONDITIONS		
01	Terms of Delivery for Indigenous Vendors & Foreign Vendors : Indigenous Vendors can quote on F.O.R, Destination basis. FOR - Destination means is " FOR - NTPC Mouda,NAGPUR DISTRICT, Pincode 441104. MAHARASHTRA. .(Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. If Extra, indicate in %. Unloading at BHEL Site would be to the account of BHEL only]. Foreign Vendors can quote on CFR Chennai basis. Further loading will be done for overseas insurance, customs duty, inland freight and insurance as per BHEL norms.	Please indicate the term clearly. If any deviation is taken, loading will be done suitably. Comparision will be done on FOR/Mouda basis only	
02	**Delivery Period:** To mention clearly the exact delivery period as it attracts contractual penalty on delays. To be indicated in days from date of receipt of Purchase Order for each item. BHEL requirement : for Supply - 31/12/2019, Supervision of E&C - 28/02/2020, for Mandatory Spares - 31/12/2019.	Please indicate clearly	
3(a)	Terms of payment for Indigenous Suppliers: 90% payment will be made directly thru' EFT within 45 days for MSE Vendors and 90 days for Non-MSE Vendors from the date of receipt and acceptance of materials at BHEL Site. Balance 10% and the 100% of supervision of Erection and Commissioning charges will be paid within 45 days of completion of Erection and Commissioning, based on site certification. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be “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%, will be considered for loading for the periods of relaxation sought by bidders.	Pls accept our standard payment terms. Deviation if any, loading will be done suitably. Indigenous vendors claiming LC payment / advance will be liable for rejection.	
3 (b)	Terms of Payment for Foreign Suppliers: “90% thru’ irrevocable & unconfirmed LC at sight 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, ifany) valid upto the PO delivery period and 15 days thereafter for negotiation. Balance 10% and Supervision for Erection and Commissioning will be made based on proforma, through irrevocable & unconfirmed LC at sight ,payable in 45 days after completion of Erection and Commissioning based on site acknowledgement. All bank charges in India to BHEL's account and all other charges outside India to Supplier's account. BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be “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%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 90 days.	Pls accept our standard payment terms. Deviation if any, loading will be done suitably. Foreign vendors claiming advance payment will be liable for rejection.	
3(c)	**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 BHE**L**		

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04	**Indian Agent:** Whenever there is an Indian Agent to represent a Foreign 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 Annexure-C 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.**	Please indicate, if applicable	

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05	**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 along with Annexure-C as a token of acceptance.	Pls accept, otherwise offer is liable for rejection.	
06	**OFFER Validity:** Supplier to mention clearly the validity date of the offer. Minimum 90 days from the date of Technical Bid opening and 60 days from the date of the Reverse Auction/Price bid opening date, whichever is later.	Pls confirm	
07	**Clientele List:** Supplier to submit detailed clientele list with their full address including detail of contact person with phone no., fax no. & e-mail ID as per clause A]i) of Annexure - B (STANDARD TERMS & CONDITIONS).		
08	**Reverse Auction (R/A) / Bidding through Internet:** Supplier confirmation required.	Pls confirm	
09	**Taxes : 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 Act/SGST Act/UTGST Act/IGST Act**).** **Vendor to indicate the proper GSTN Registration/ HSN code "**	Pls indicate	
10	**Test Certificate:** To be submitted. With Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions	Pls confirm	
11	**Guarantee Certificate:** Guarantee shall be as per clause 17, page 36 of technical specification	Pls confirm	
12	**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 24 months from the date of receipt and acceptance of materials at Site.	Pls confirm. If not agreed, offer is liable for rejection.	
13	**Inspection before despatch:** Inspection before despatch at supplier's works by BHEL/authorised agency for indigenous supplies at BHEL cost and the inspection charges at actuals incurred by BHEL will be loaded to compare with foreign suppliers. Incase 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 will be informed later by BHEL.	Pls refer Annexure -Q and confirm	
14	**Liquidated Damages (LD)** : The applicable LD shall be at the rate of 0.5% per week to maximum of 10% for the undelivered portion and for the deliveries 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. Date of material receipt at our stores (Day Book date) will be considered as the 'Delivery date as mentioned in purchase order.	Pls confirm acceptance. Loading is applicable for deivation, if any	
15	**Risk Purchase Clause (as per clause-I of Annexure-B) (Supplier Confirmation Required)**	Pls accept the terms. Otherwise, liable for rejection	
16	**Firm Price:** Prices shall be kept firm till completion of supplies.	Offers with firm price only will be considered.	
17	**Supplier Registration Form-** Online submission is to to be done and soft copy of the same to be uploaded along with Technical Bid by new vendors.	Reqd for new vendors	
18	**MSE / Non MSE Status with proof** MSE Proof to be submitted. Otherwise, it will be treated as Non MSE	Pls furnish	

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19	For this **procurement, public procurement (preference to make in India)**, order 2017 dt 15.06.2017 & 28.05.2018 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	
19.1	Minimum Local content shall be 50%. Please furnish details of location where this value addition has been done (………….)	Please indicate the details.	
19.2	Margin of purchase preference to make in India shall be 20%	For information	
19.3	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	
20	**For Foreign Offers:**		
(i)	Manufacturers' Name and address:	Pls furnish	
(ii)	Country of Origin:	Pls furnish	
(iii)	Mills Letter of Authority	Pls furnish	
(iv)	Agency Agreement	Pls furnish	
(v)	Approximate weight and cubage of the consignment.	Pls furnish	
21	Acceptance to our General Terms & Conditions (Annexure B Rev 18)	Pls confirm	
22	Signed copy of Annexure Q (Quality Requirements) to be uploaded	Pls confirm	
23	Signed copy of integrity pact to be uploaded. Original in Bond shall be given in the event of ordering	Pls confirm	
24	Annexure F - to be filled in by all New vendors and to be uploaded	Pls confirm	
25	Annexure G - to be filled in by all New Foreign vendors and to be uploaded	Pls confirm	

Signature & Office Seal of Vendor