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:	**ACOUSTIC PYROMETER AND SPARES**	
BHEL Tender No. & Date	1701900499 dt 01.04.2019	
Sl No.	**Terms and conditions**	**Vendor's confirmation**
1	**Technical :** This requirement is for New Neyveli (0683, 0684) project. Supply of Field Mounted **Acoustic Pyrometer** as per **Specification CI: 0683: AP: NLC** The vendor shall submit the Quality Plan 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/ Neyveli Site basis** for Enq Sl No. 10 and FOR/BHEL Trichy Stores basis for Enq Sl Nos. 20 and 30 respectively inclusive of Packing and forwarding charges. Freight charges shall be vendor's scope.	
3 (a)	**Freight charges:** (Freight charges shall be vendor's scope).	**To be included with the basic price**
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:** The payment for items supplied will be processed by BHEL only after proving the system at site and on acceptance of the system by M/s NTPC. In case of dissatisfaction, the bills for the system will not be processed for payment. **General payment Term:** 15.1) 85% of the basic value (excluding E&C charges) will be direct payment after 60 days from the date of dispatch against site acknowledgement for Enq Sl No.10 and against receipt and acceptance of materials at stores for Enq Sl Nos. 20 & 30. 15.2) 15% of basic value (retention money), (excluding E&C charges) will be paid with 15 days credit from the date of completion of E&C along with E&C charges against supplementary invoice with proof of completion of E&C. Income Tax on E&C is to vendor's account. Hence, all the required documents will be furnished to BHEL by vendor. Income Tax on E&C will not be paid to vendor by BHEL. The quoted lump sum charges for E&C is inclusive of To & Fro Fare, Boarding, Lodging, Local Conveyance, etc.	
4(b)	**Deviation in Payment Terms:**	

	Any deviation in the above Payment Terms, any other conditions in payment terms or any other payment term 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)	**Performance Bank guarantee: 10% of material value as PBG shall be offered.**	
7(b)	**Loading Criteria** **Performance Bank guarantee:** No Deviation is permitted and the deviated offers are liable for rejection.	
8 (a)	**Please mention your GSTIN Number and HSN Code** **GSTIN Number:** **HSN Code:**	
8 (b)	**Applicable GST percentage:**	
8 (c)	**<u>Implementation of GST</u>** For supplies after implementation of GST i.e. after 30.06.2017, the following conditions will apply and supplier shall fully comply to the below points. **<u>Indigenous suppliers:</u>** 1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.. 2. Supplier shall mention their GSTN registration number in all their invoices 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), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc. 3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). 4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL. 5. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so. 6. In case of discrepancy in the data uploaded by 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 (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL. 7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.	
9	**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.	
10	**DELIVERY PERIOD:** Our delivery term shall be 16 weeks from the date of Document approval	
11	**Validity:** 120 days from Technical Bid opening. Non-compliance of the same will result in offer being liable for rejection	
12	**GENERAL CONDITION:** Kindly submit the ‘no deviation format’ with clear indication of Specification ref, Quality plan and Packing Procedure.	
13	**REVERSE AUCTION:** Reverse Auction is not applicable for this tender.	
14	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	

15	**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	
16	**QUANTITY OF TENDERED QTY** BHEL reserves the right to increase or decrease the tendered quantity	
17	**PRE QUALIFICATION REQUIREMENT** a) The offered system shall be of proven design and shall be in successful operation for a period of 1 year in any utility boiler. b) Vendor to provide performance certificates / authentication letters in favour of OEM from any end user certifying the same c) Vendor to arrange for a site visit for a BHEL Engineer anywhere in india where it has erected / commissioned a similar system. The above pre-qualification requirement is mandatory for technical offer evaluation. Pre-Qualification requirement shall be furnished by the vendor during offer submission. **Offers qualifying on the above requirement will only be considered for further processing.**	
18 (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.	Confirm MSE status 1. MSE 2. NON-MSE.

	<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. 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. **<u>For Splitable items (Item wise evaluation):</u>** 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.	
18 (b)	**IF MSE VENDOR** MSME CERTIFICATE	Attached/ Not Attached
18 (c)	MSE- VALIDITY DATE	From: To:
18 (d)	CA CERTIFICATE	Attached/ Not Attached
18 (e)	CA - VALIDITY DATE	From: To:
19	**Erection and Commissioning Support Charges:** Lump sum charges of Erection and Commissioning support with exact Man days for the system, To & Fro charges, Boarding and Lodging should be quoted in the field provided in Price bid form in EPS.	
20	**Service Taxes for Erection and Commissioning Support Charges:** Indicate the applicable GST percentage	
21	**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	
22	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%.	

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.