ANNEXURE 'B'

BHEL's TERMS AND CONDITIONS FOR INDIGENOUS ITEMS

		TO BE CONFIRMED BY VENDOR	REMARKS
1.0	**PAYMENT TERMS:** 80% payment of supply value shall be made within 45 days from the date of receipt of material at BHEL, Bhopal. Balance 20% of supply value plus 100% of the E & C charges will be paid against (a) Erection & Commissioning certificate issued by BHEL.		
	E & C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators, etc., as envisaged in PO.		
2.0	Vendor to quote price **FOR BHEL, Bhopal** basis. Transit insurance will be by Vendor.		
3.0	**Delivery** shall be counted from the date of Purchase Order.		
4.0	**Time period for supply and E & C:**		
	a. Bidder should quote time period separately for supply and E & C of equipment.		
	b. Bidders should quote their earliest schedule for supply and E & C against the schedule indicated in the enquiry sheet. BHEL, however, reserves the right to accept an offer not meeting the schedule mentioned in the enquiry.		
	c. Bidders should clearly indicate the period required to start E & C from the date of receipt of E & C call from BHEL.		

5.0	**Penalty for delay in supply and E & C:**		
	Penalty for delay in 'supply' and / or 'E & C' will be applicable for the delays attributed to the vendor. Penalty will be considered separately for 'supply' and 'E & C'. The rate of penalty for delayed supply shall be @ of 0.5% of total PO value (supply + E & C) per week of delay in supply subject to a maximum of 10% of total PO value (supply + E & C).		
	Rate of penalty for delay in E & C shall be @ of 0.5% of total PO value (supply + E&C) per week of delay in E & C subject to a maximum of 10% of total PO value (supply + E & C).		
	Maximum penalty for delay in supply and E & C together shall be limited to 15% of total PO value (supply + E & C).		
	For the purpose of penalty for delay in E & C of the equipment, the duration of E & C activities will be reckoned from the date of intimation by BHEL to vendor regarding readiness of site. Total E & C period quoted by the vendor will be equal to the period indicated by the vendor to start E & C from the date of receipt of E & C call from BHEL plus the period indicated for E & C activities from the date of start of E & C at BHEL.		
5.1	Loading on account of non-acceptance of penalty for delay in supply and / or E & C shall be as under:		
	In case any bidder is not accepting above penalty clause, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.		
6.0	Entire material should be despatched in one lot. Part despatches not permissible.		

7.0	Prices shall remain **FIRM** till execution of the contract. The offer shall be valid for 120 days from the date of tender opening.		
8.0	Machine / equipment will be inspected and proved, if required, at vendor's works prior to dispatch. However, final inspection and acceptance of machine / equipment will be after installation at BHEL, BHOPAL.		
9.0	Applicable service tax shall be paid extra by BHEL against invoice.		
10.0	Income tax deduction as per Govt. Guide line shall be deducted at source for which TDS certificate will be issued.		
	Confirmation of Other Terms & Conditions		
11.0	Taxes	Vender to confirm	
	(a) GSTIN Certificate enclosed	Yes/No	
	(b) HSN Code, GST % on supply given		
	(c) SAC, GST % on E&C given		
12.0	Authorisation Letter given	Yes/No	
13.0	(a) Delivery period		
	(b) Period of Start of E&C from call from BHEL		
	(c) E&C Period		

Note: All other clauses of 'General Terms and Conditions of Enquiry' are also applicable.