ANNEXURE-B (For Indigenous vendor)

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

Description of the Equipment:	**Bottom Ash Load Cell**
BHEL Tender No. & Date	1701801192 dated 04.07.2018

Sl No.	**Terms and conditions**	**Vendor's confirmation**
1	**Technical :** This requirement is for NTPC Telangana, Uppur and North Chennai project requirements. This requirement may change (addition or deletion of projects) before finalisation of tender. Supply of Bottom Ash Load Cell as per specifications CI:1818:BASH LC:SPEC/REV.00 & CI:1819:BASH LC/REV 00	
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 Sites basis as indicated in enquiry, inclusive of Packing and forwarding charges.	
3 (a)	Freight charges: (Freight charges shall be vendor's scope).	To be included with 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:** **Payment terms:** 100% direct after 45 days against site acknowledgement.	
4 (b)	**Loading Criteria on Payment Terms:** Any deviation in the BHEL payment terms will attract loading as per below. "Base rate of SBI (As applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders". If the Payment term is 90% direct payment after 45 days from the date of dispatch against submission of dispatch documents and balance 10% against site acknowledgement. For this option a loading of 2% on the 90% of the offered materials value shall be made. Payment through bank is not acceptable. If still demanded by vendor, loading will be 5% on the offered material value. LC will not be operated for Indigenous vendors. Offers with payment terms as LC from indigenous vendors will be rejected.	
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 or part thereof, subject to a maximum of 10% of the total order value. (Date of LR will be considered as supply completion date for LD calculation.)	
5 (b)	**Loading Criteria** **LD / Penalty: (i)** Loading of deviation in LD clause shall be to the extent to which it is not agreed by bidder on offered value. (ii) If vendor agree for LD clause for un-delivered portion, then loading will be 10% on basic material cost.	
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)	~~**Performance Bank guarantee: 10% of material value as PBG shall be offered.**~~	N/A
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. 8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.	
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 08 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 data sheet no / specification ref, drawing, and quality plan.	
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** Comply as indicated in the BHEL specification. Any deviation of the same will disqualify the vendor.	
18 (a)	**MSE Clause:** All vendors are requested to note the Annexure X –Special clauses for Micro and Small Enterprises (MSE) suppliers. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor. 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. 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. Finally if any of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of documents as mentioned in the Annexure X. Vendor to confirm. The MSE clause will only be applicable to the Indian vendors who are quoting for the complete NIT requirement on their own in INR. Quotations should not be in collaboration with any foreign vendor i.e. part quotation in INR and part quotation in foreign currency if the vendor want to avail MSE clause.	
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:** Vendor shall submit optional price for site visit charges per day (for commissioning support) along with their offer. This price will be considered for arriving L1. Commissioning support will be used as and when required depending on the requirement.	
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.	