



STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT

[FORMAT TO BE FILLED-UP BY THE SUPPLIER]

VENDORS HAVE TO OFFER THEIR TERMS IN THE ALLOTTED COLUMN DISTINCTLY.

S/N	BHEL Standard Terms		Vendor's Comments
01	Terms of Delivery:		
(a)	Indigenous Supplies : FOR - Destination means FOR - B.H.E.L. Hyderabad stores. (Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included/indicated in the quoted prices) . Ex-works is not acceptable.	Vendor to Confirm Accepted/Not Accepted	
02	Delivery Period:		
a	Bidder shall quote their lowest firm Delivery period, with effect from the date of PO/LOI upto the quoted Terms of delivery. The delivery period in no case shall be linked with extraneous conditions/stipulations such as approval of drawings.	Vendor to specify Delivery Period in Days	
03	Payment Terms: Offer with deviations to BHEL Payment Terms will be loaded as under.a)Bench Mark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of Tender Opening +2%, for the amount and period of relaxation sought by the bidder. Offers with insistence of advance payment are liable to be rejected. In no case BHEL shall accept liability towards interest.	Vendor to Confirm Accepted/Not Accepted	
(a)	Terms of payment for Indigenous Offer:		
	100% Payment will be made against submission of Commissioning/Installation certificate duly signed by the concerned BHEL Official. Commissioning/Installation certificate will be issued after successful installation & demonstration of three display units along with all the accessories.	Vendor to Confirm Accepted/Not Accepted	
4	Warranty / Guarantee Period: Equipment shall be guaranteed against workmanship, materials used, design and performance should be for a period of 12 months from the date of supply of the material. Offers with no Guarantee shall be rejected.	Vendor to Confirm Accepted/Not Accepted	
	Loading Factor for non-acceptance of Guarantee Period: Less than 12 months from the date of supply will attract loading of AMC charges for difference of quote with warranty / guarantee period. Example : If a Supplier provides 6 months guarantee period, in place of 12 months, then the difference of 6 months will be loaded with AMC charges of 4% per annum for difference period of 6 months i.e. 2% of total cost will be loaded for evaluating lowest bidder.	If Not Accepted to Provide Warranty as requested above, Your Offer will be loaded as specified. Vendor to confirm for Loading.	
5	Penalty for Delay in "Supply" : Delay in supply beyond the quoted delivery period will attract Penalty at a rate of 0.5% per week subject to max. of 10% of total PO value .In case any bidder is not accepting the above penalty for delayed supply the offer the bidder shall be loaded as follows.	Vendor to Confirm Accepted/Not Accepted	
	Loading Factor for non-acceptance of Penalty Clause: It will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Example : If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded on supply value for evaluating lowest bidder.	If Not Accepted to BHEL Penalty Clause as requested above, Your Offer will be loaded as specified. Vendor to Confirm for Loading.	

S/N	BHEL Standard Terms		Vendor's Comments
6	Validity: Supplier to offer Minimum 60 days from the techno-commercial bid opening date	Vendor to Confirm Accepted/Not Accepted	
7	Risk Purchase: If the vendor fails to deliver the goods beyond penalty period specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. <u>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms</u>	Vendor to Confirm Accepted/Not Accepted	
8	Installation: Vendor shall take care of the complete Installation of three T.Vs at three locations of the BHEL, R C Puram.	Vendor to Confirm Accepted/Not Accepted	
9	Commercial Terms & Conditions quoted in any place other than this format, including in Vendor's General Terms & Conditions enclosed, if any, shall be summarily ignored and be invalid for evaluation of Bids.	Vendor to Confirm Accepted/Not Accepted	
10	If Bidder has not accepted for any of the above clauses, please offer your comments in the space provided. However, BHEL reserves the right to reject/load the offers which are deviating to BHEL standard Terms & Conditions		
11	BHEL reserves its right to reject/load the offers which are deviating to BHEL technical specifications and Standard Terms & Conditions		
12	Bidder can also submit offer through email at his own risk. However, such email offers shall be sent only to tenderbox@bhelhyd.co.in. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non receipt of offers sent thru email due to server break down / Internet failure/ transmission error etc. In case of e-mail offers, vendor name, address including contact details shall be mentioned. Bidders are advised to send e-mail Offers at least one day before to avoid late receipt if any, at our server.		
13	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.		
14	Evaluation of Offers: Purchase Orders will be placed on L1 Vendor (Lowest Bidder only) .		
15	All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit, BHEL-Hyderabad. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award given by the Arbitrator shall be a speaking award and in English language. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of Sangareddy/Hyderabad Courts, Andhra Pradesh.		