

 STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT <i>(FORMAT TO BE FILLED-UP BY THE SUPPLIER)</i>			
VENDORS HAVE TO OFFER THEIR TERMS IN THE ALLOTTED COLUMN AND SHALL IDENTIFY DEVIATIONS DISTINCTLY.			
S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
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 in the quoted prices) . Ex-works is not acceptable.		
(b)	Foreign Supplies : Foreign supplies have to be made on Incoterm CIF basis (i.e. Inclusive of Sea/Air worthy packing and inclusive of all freight and Insurance upto Mumbai Sea Port . Foreign supplies will be loaded with 2.1% towards inland freight & insurance from Mumbai to BHEL Hyderabad stores for tender evaluation purpose. Notes: i)Offer with terms of delivery other than CIF are liable for rejection. ii)Trans-shipment strictly not permitted.		
(c)	In case,any shortage is noticed viz-viz PO requirement in the main equipment/spares,such shortage shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc.upto destination for such short supplies shall be borne by the supplier. Please also note that any short supply will attract imposition of penalty on the total P.O. value.(Supply+E&C).		
02	Delivery Period:		
	Bidder shall quote their earlier schedule with respect to the date of PO, which is as per terms of delivery. The delivery period in no case shall be linked with extraneous conditions/stipulations such as approval of drawings.		
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.b)On account of payment through LC, if insisted by bidder, bank charges shall also be loaded for the deviation in i)opening of LC by BHEL ii)period and amount of LC, as per the prevailing bank rates.		
(a)	Terms of payment for Indigenous Offer: (Pure supply, no E&C is envisaged in the NIT		
	Despatch of Goods on door delivery basis only. Goods despatched with documents presented through Bank will be loaded with corresponding bank charges.		
	100% payment will be made on 45th day from the date of Goods Receipt, subjected to submission & acceptance of Performance Bank Guarantee of 10% of contract value valid for 30 days beyond guarantee period.		
(b)	Terms of payment for Foreign Offer: (Pure supply, no E&C is envisaged in the scope).		
	100% Payment will be made through L.C. , which shall be opened 1 month before the confirmed date of dispatch, valid for three months and is encashable against Shipping Documents, submission of Pre-inspection Report of BHEL and Performance Bank Guarantee of 10% of contract value valid for 30 days beyond guarantee period, negotiated through bank .		
4	Warranty / Guarantee Period: Equipments shall be guaranteed against workmanship, materials used, design and performance should be for a period of 24 months from the date of commissioning of equipment.		
	Loading Factor for non-acceptance of Guarantee Period: Less than 24 months from commissioning will attract loading of AMC charges for difference of quote with warranty / guarantee period. Example : If a Supplier provides 18 months guarantee period, in place of 24 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.		


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5	<p>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.</p> <p>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.</p>		
6	<p>Performance Bank Guarantee (PBG): The Supplier shall submit a PBG for 10% of the contract value valid for 30 days beyond Warranty / Guarantee period.</p> <p>Offers with non-acceptance of Performance Bank Guarantee clause are liable to be rejected.Offers with less acceptance of PBG than the specified period and or value shall be loaded proportionately, during evaluation of the lowest bidder.</p>		
7	<p>Essential / Mandatory Spares: Supplier to specify clearly the charges of Essential / Mandatory Spares in the form of Extra only (Itemized break-up shall be given). Requirement of technical specification need to be complied with.</p>		
8	<p>Validity: Supplier to mention clearly the validity of the offer [Minimum 180 days from tender opening date].</p>		
9	<p>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></p>		
10	<p>Commercial Terms and conditions quoted in any place other than this format, including in vendors General Terms and Conditions enclosed, if any, shall be summarily ignored and be invalid for evaluation of Bids.</p>		
11	<p>BHEL is not responsible for any postal delays. Please submit your offer without seeking time extensions. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue.</p>		
12	<p>Bidders shall quote applicable Taxes and Duties (i.e. Excise Duty, CST/VAT) in the form of extra only. If Excise Duty is not applicable please specify it NIL or NA. Please refer to the price format that is enclosed.</p>		
13	<p>BHEL reserves the right to reject or load the offers which are deviating to BHEL Technical specifications and standard terms and conditions.</p>		
14	<p>Bidder can also submit his offer through email at his own risk. However such email offers shall be sent through tenderbox@bhelhyd.co.in. Supplier shall have no claim on e-mail offers sent on any other e-mail id. BHEL in no way responsible for non receipt of offers sent through e-mail due to server breakdown/Internet failure/transmission error etc. In case of e-mail offers =vendor name, address including contact details shall be mentioned.</p>		
15	<p>BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.</p>		
16	<p>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 arbitrations and Conciliation act, 1996 and the rules made thereunder. 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.</p>		
<p>Note : The bidders should comply with the above Terms & Conditions. Non-adherence may lead to rejection.</p>			