

Special terms & conditions for for Foreign Suppliers

Enquiry No.

Important: This format is to be submitted in original, along with Part-I of bid, duly signed by the bidder, as proof of acceptance.

Any deviation from the T & C mentioned below is NOT acceptable. Offers received without this acceptance, will be treated as non- responsive, and shall be liable for rejection

Sl. No.	Description	Vendors Remark/Confirmation
1.	(a) We confirm that our offer meets in toto all the technical requirements as given in the enquiry item description, technical annexure & remarks of the tender.	
	(b) Technical deviations, if any, are to be clearly brought out in offer itself. (Note: offers with technical deviations are liable for rejection)	
2.	(a) We confirm acceptance of all the commercial terms & conditions of purchase enquiry.	
	(b) Commercial deviations, if any, are to be specifically brought out in offer itself.	
3.	Prices shall be quoted on FCA/ FOB basis, up to gateways of Airports of BHEL in foreign country (List of Gateways of BHEL can be sought from us)	
4	Prices shall remain firm till execution of the contract	
5.	Terms of payment:	
	<p>(i) <u>BHEL standard terms of payment:</u> Our standard payment term is : <u>FOR MAIN EQUIPMENT -</u> 90% payment against dispatch documents through Un confirmed, Irrevocable Letter of Credit (LC). Bank Charges shall be in respective account. In case of request for confirmed LC, confirmation charges shall be borne by the vendor.</p> <p>10% on submission of bills directly to BHEL after successful commissioning of Equipment at site & submission of commissioning certificate duly signed by customer/BHEL representative</p> <p><u>FOR INSTALLATION MATERIAL-</u> 100% payment after 60 days of acceptance of material at our works on submission of bills directly to BHEL.</p> <p><u>For Installation & Commissioning -</u>Payment terms shall be 100% along with taxes and duties after 30 days of Installation & Commissioning and & submission of commissioning certificate duly signed by customer/BHEL representative.</p> <p>Whether Installation & Commissioning is being done free of cost or Installation & Commissioning charges are included in offered price of equipment, please specifically indicate here.</p>	
	(ii) No Advance Payment term will be accepted	
6.	<u>Loading of Foreign offers:</u> Offer from foreign vendors will be loaded with (SBI base rate +6%) per annum for total 4 months (3 months + shipping time of 1 month) period to bring their offer at par with indigenous vendors who have accepted our standard payment term. Base rate of SBI is available at SBI website. Base rate of SBI shall be taken as the rate applicable on the date of 'techno-commercial bid' (Part I)	

		opening date. This loading is for those vendors who have accepted our offered payment term mentioned at above.	
7.		The offer should remain valid upto 90 days from the tender opening date	
8.		Liquidity Damage (L.D.): Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of ½% the prices of goods in arrear per week subject to a maximum of 10% of the order value. Any deviation from the above L.D. Clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).	
9.		Part Shipment: Part shipment of material is not permissible	
10.		Short Shipment: In case of any short shipment in the main equipment/ spares, where separate rates are not available in the contract, all taxes and duties levied on such supplies, if any shall be borne by the supplier.	
11.		Warranty Replacement: Any replacement during warranty period shall be provided on FOR BHEL Jhansi/ Customer Site. Customs clearance and duty payments, if any, for such cases shall be to the account of vendor only.	
12.		Performance Guarantee for equipment i.e. 03 YEARS from the date of Installation at site.	
13.		We confirm documents as per Annexure 'A' has been submitted for qualifying criteria. Offer of vendors failing to give relevant documents/details fulfilling qualifying criteria will be bypassed. Price bid of only techno commercially acceptable vendors will be considered.	
14.		R.A. Clause: BHEL reserve the right to go for Reverse Auction (RA) instead of opening the sealed envelope price-bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in Reverse Auction. Non submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. RA terms and condition shall be as per annexure-	
15.		We confirm BHEL or its authorized inspecting agency reserves the right to witness individual equipments during manufacturing, to do inspection/Testing at different stages.	
16.		We confirm to provide back to back support for supervision of Erection and commissioning at our site in India and to do Field trial of equipment in India. Labour/ Tools & Tackles will be provided by BHEL. We confirm rates for the same has been quoted separately.	
17.		Please furnish shipping Dimension & Weight of consignment in your offer.	
18.		Unpriced price bid submitted	
19.		Excise duty/CD in percentage	
20.		For cost calculation, SBI TT selling rate prevailing on date of techno-commercial bid opening date (Part 1 Bid) shall be considered. If techno-commercial bid opening date happens to be holiday, then SBI TT selling rate prevailing on the last working day shall be considered.	



Note:

- 1- The above terms & conditions shall be read in conjunction with BHEL's Standard Terms & Conditions of enquiry. **Wherever difference in terms & conditions is there, the terms & conditions mentioned in this mandatory sheet shall prevail.**
- 2- In case of any discrepancy/deviation in terms & conditions accepted on mandatory sheet and given in the offer, then acceptance given on mandatory sheet shall be considered.
- 3- Any deviation in commercial terms and conditions shall be suitably loaded in the offered price.

Suppliers shall necessarily give following information on this sheet:

1. Contact Person's Name :
2. Complete postal Address :
3. Authentic Mobile No./Landline No...../.....
4. ECC No. (if applicable) :
5. Tin No. :
6. Email address :
7. PAN No. :

Signature

Name

Company's Name

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Special terms & conditions for Indian Suppliers

Enquiry No E4641452.

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Sl. No.	Description	Vendors Remark/Confirmation
1.	(a) We confirm that our offer meets in toto all the technical requirements as given in the enquiry item description, technical annexure & remarks of the tender.	
	(b) Technical deviations, if any, are to be clearly brought out in offer itself. (Note: offers with technical deviations are liable for rejection)	
2.	(a) We confirm acceptance of all the commercial terms & conditions of purchase enquiry.	
	(b) Commercial deviations, if any, are to be specifically brought out in offer itself.	
3.	Terms of payment:	
	(i) <u>BHEL standard terms of payment:</u> Our standard payment term is : <u>FOR MAIN EQUIPMENT -</u> 90% PAYMENT AFTER 60 DAYS OF ACCEPTANCE OF MATERIAL AT BHEL JHANSI & BALANCE 10% PAYMENT AFTER SUCCESSFUL COMPLETION OF INSTALLATION & COMMISSIONING OF EQUIPMENTS AT CUSTOMER SITE & SUBMISSION OF DULY SIGNED COMMISSIONING CERTIFICATE BY CUSTOMER/BHEL REPRESENTATIVE. BILLS TO BE SUBMITTED DIRECTLY TO BHEL. <u>FOR INSTALLATION MATERIAL-</u> 100% payment after 60 days of acceptance of material at our works on submission of bills directly to BHEL. <u>For Installation & Commissioning -</u> Payment terms shall be 100% after 30 days of Installation & Commissioning and submission of commissioning certificate duly signed by customer/BHEL. Whether Installation & Commissioning is being done free of cost or Installation & Commissioning charges are included in offered price of equipment, please specifically indicate here. *The bidders, who are registered with BHEL under micro & small categories (refer MSMED ACT 2006) & quoted payment within 45 days of DRS, if there is no objection will also be treated at par with standard terms of payment.	
	(ii) <u>Any other payment term like:</u> Advance/LC/CAD (cash against dispatch) etc. will not be accepted from indigenous vendors. Offers received with this payment term shall be rejected. BHEL will load total outflow in case of alternate payment terms, as follows: - For documents through bank/COD (cash on delivery i.e. against DRS): For 75 days @ (base rate of SBI+6%) per annum. In case of payment term, " Document through bank, " all bank charges shall be in supplier's account. Base rate of SBI shall be taken as the rate applicable on the date of 'techno-commercial bid' (Part-I) opening date. Base rate of SBI is	

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	available at SBI site. At present Base Rate of SBI is 10%. In case where there are deferred payment terms i.e. payment in more than one stage, loading shall be done on pro-rata basis on the deferred amounts.	
4.	Prices shall remain firm till execution of the contract	
5.	Liquidity Damage (L.D.): Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of ½% the prices of goods in arrear per week subject to a maximum of 10% of the order value. Any deviation from the above L.D. Clause loading will be applied to the extent to which it is not agreed by the bidder (at offered value).	
6.	The offer should remain valid upto 90 days from the tender opening date	
7.	Warranty Replacement: Any replacement during warranty period shall be provided on FOR BHEL Jhansi/ Customer Site. Customs clearance and duty payments, if any, for such cases shall be to the account of vendor only.	
8.	Performance Guarantee for equipment i.e. 03 YEARS from the date of Installation at site.	
9.	We confirm documents as per Annexure 'A' has been submitted for qualifying criteria. Offer of vendors failing to give relevant documents/details fulfilling qualifying criteria will be bypassed. Price bid of only techno-commercially acceptable vendors will be considered.	
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11.	We confirm BHEL or its authorized inspecting agency reserves the right to witness individual equipments during manufacturing, to do inspection/Testing at different stages.	
12.	We confirm to provide back to-back support for supervision of Erection and commissioning at our site in India and to do Field trial of equipment in India. Labour/ Tools & Tackles will be provided by BHEL. We confirm rates for the same has been quoted separately.	
13.	Please furnish shipping Dimension & Weight of consignment in your offer.	
14.	Freight charges from supplier works to Jhansi quoted separately with insurance to BHEL's account.	
15.	Indicate clearly applicable rate for Sale Tax/VAT, CST against C form etc.	
16.	Unpriced price bid submitted	
17.	Excise duty (indicate clearly the applicability and rate in percentage)	

Note:

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2- In case of any discrepancy/deviation in terms & conditions accepted on mandatory sheet and given in the offer, then acceptance given on mandatory sheet shall be considered.

3- Any deviation in commercial terms and conditions shall be suitably loaded in the offered price.

Suppliers shall necessarily give following information on this sheet:

- 1. Contact Person's Name :
- 2. Complete postal Address :
- 3. Authentic Mobile No./Landline No...../.....
- 4. ECC.No. (if applicable) :
- 5. Tin No. :
- 6. Email address :
- 7. PAN No. :

Signature

Name

Company's Name

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