

Special terms & conditions for Indian Suppliers

Enquiry No E4104243.

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.	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 BHEL Jhansi & SUBMISSION OF DULY SIGNED COMMISSIONING CERTIFICATE BY BHEL REPRESENTATIVE. BILLS TO BE SUBMITTED 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 for 90% payment. Balance 10% will be given after installation & commissioning to MSMED vendor also.	
	(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 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-rotta 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 1/2% 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 24 months from the date of dispatch or 18 months from the date of commissioning.
9.	We confirm documents as per Annexure 'D' 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 technically acceptable vendors will be considered.
10.	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 technical 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-E
11.	GIP of the CT/VIs submitted as per annexure A.
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.	Please send offer on FOR BHEL Jhansi basis i.e. freight & insurance to your 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)
18.	Offer will be evaluated on overall L1 basis. All CTs/VT will be procured from single source.
19.	PVC is not applicable. Please confirm that rates quoted are firm. Rates quoted on PVC basis are not acceptable.

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. Pin No. :
6. Email address :
7. PAN No. :

Signature

Name

Company's Name

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