



**Annexure - B to OPEN TENDER 3950676E/FGD/OT  
STANDARD COMMERCIAL TERMS & CONDITIONS  
[FORMAT TO BE FILLED-UP BY THE SUPPLIER]**

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation
01	<b>Price:</b> Supplier shall be quoted on " <b>FIRM PRICE</b> " basis only. No price variation clause will be entertained.		
02	<b>Terms of Delivery:</b>		
(a)	<b>Indigenous Supplies :</b> FOR - Destination means FOR - <b>NNTPP – Neyveli, Tamilnadu, India</b> [Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. Materials to be dispatched through BHEL approved carriers freight pre-paid].		
(b)	<b>Foreign Supplies :</b> FOB / FCA basis inclusive of SEA / AIR-worthy packing and inclusive of all charges till FOB / FCA. <b>Freight charges up to Chennai Port may also be quoted separately.</b>		
03	<b>Time Period for 'Supply' :</b> To be indicated in weeks from date of receipt of Letter of Intent (LoI). The bidders should quote their earliest schedule for Supply against the schedule indicated in the NIT. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule.		
04	<b>Penalty:</b> Supplier should quote a definite delivery period and any delay in delivery beyond the P.O delivery date will attract <b>Penalty of 0.5% per week subject to a max. of 10% of order value.</b>		
	<b>Loading Factor for non-acceptance of Penalty Clause:</b> In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder.		
05	<b>Payment Terms:</b> If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: <b>(a) Base rate of SBI as applicable on the scheduled date of tender opening (Technical Bid) + 6%, for the amount &amp; period of relaxation sought by bidder.</b> <b>(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 and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.</b>		
(a)	<b>Terms of payment for Indigenous Offer:</b> Dispatch of Goods on door delivery basis only. Goods dispatched with documents presented through Bank will be loaded with corresponding bank charges.		
(i)	80% payment of Supply value shall be made within 90 days (45 days for MSME suppliers) from the date of receipt of material at Destination. Balance 20% of Supply value plus 100% of the Commissioning supervision portion of PO value will be paid against Commissioning certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 3 months beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.		

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation
(b)	<b>Terms of Payment for Foreign Offers:</b> Total supplies are to be from Foreign Source.		
(i)	An irrevocable unconfirmed Letter of Credit for 80% value (less Agency Commission if any) shall be opened after receipt of acceptable CEBG (if applicable) and inspection call or 2 months prior to the agreed delivery date whichever is later and valid for 75 days for shipment and for 15 days thereafter for negotiation. (Or if the supplier so requires: 69 + 21 days).  Supplier shall ensure shipment within the LC validity period. LC opening charges within India is BHEL's account and out side India is suppliers account. In case of any default, the LC amendment charges in such cases shall be to supplier's account.		
	The balance payment of 20% and Commissioning supervision Charges will be made directly against submission of a Joint Protocol signed by BHEL and Vendor for successful commissioning and prove out. This is subject to the submission of Performance Bank Guarantee (PBG) valid for 3 months beyond the warranty period by Supplier for 10% of total PO Value in the prescribed Format. The bank guarantee is to be confirmed by any of the approved Banks of BHEL.		
(ii)	Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of Purchase Order. This is payable on satisfactory completion of the contract. <b>Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.</b>		
06	<b>CEBG:</b> The successful tenderer shall be required to execute within 30 days from the date of PO, a contract execution bank guarantee for 2% (two percent) of the Contract Price in favour of the BHEL.		
(i)	Bank Guarantee ( <b>CEBG and PBG</b> ) from indigenous suppliers shall be in the prescribed form and from the list of bankers, provided by BHEL.		
(ii)	Bank Guarantee ( <b>CEBG and PBG</b> ) from foreign suppliers should be in the prescribed form from any Bank of international repute. The bank guarantee is to be confirmed by any of the approved Banks of BHEL.		
07	<b>Guarantee Period:</b> Guarantee regarding workmanship, materials used, design and performance should be for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.		
	<b>Loading Factor for non-acceptance of Guarantee Period:</b> Less than 12 months from commissioning will attract loading of AMC charges for difference of quote with guarantee period. Example : If a Supplier provides 06 months guarantee period, in place of 12 months, then the difference 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.		
08	<b>Performance Bank Guarantee (PBG):</b> The Supplier shall submit a PBG for 10% of the contract value or acceptance for retaining 10% of contract value by BHEL in lieu of PBG valid for Guarantee period.		
	<b>Loading Factor for non acceptance of Performance Bank Guarantee / retaining of 10% of contract value by BHEL or acceptance of a PBG with lesser percentage or lesser period than specified:</b> Will attract disqualification of the offer.		
09	<b>Erection &amp; Commissioning (E &amp; C) Charges:</b> Supplier to specify clearly the Commissioning supervision Charges in their price bid. Service tax shall be extra as applicable. Requirement of technical specification needs to be complied with.		

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation
10	<b>Essential / Mandatory Spares:</b> Suppliers to quote for spares as per the requirement of Technical Specification. Individual quantity & prices to be mentioned.		
11	<b>Validity:</b> Supplier to mention clearly the validity date of the offer. [Minimum 180 days from tender opening date]		
12	<b>Risk Purchase:</b> Supplier specific confirmation is required for this clause - The purchaser at his option 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 time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in "Penalty" clause.		
13	<b>Reverse Auction (R/A) / Bidding through Internet:</b> Supplier confirmation required.		
14	<b>Taxes &amp; Duties:</b>		
(i)	<b>Excise duty in % (for Indigenous supplier):</b> To be indicated by supplier. ED invoice is required for availing Cenvat benefit		
(ii)	<b>Sales tax in % (for Indigenous supplier): VAT / CST</b> to be indicated by the supplier.		
(iii)	<b>Service Tax for services:</b> To be indicated by supplier.		
(iv)	<b>Income Tax:</b> Wherever applicable income tax shall be deducted at source as per the rules and regulations of the Government of India. Necessary Tax Deduction at Source (TDS) certificate will be issued by BHEL for which supplier shall submit Permanent Account Number (PAN) and Tax Residency Certificate (TRC).		
15	<b>Test Certificate:</b> To be submitted.		
16	<b>O &amp; M Manual:</b> To be submitted as per the requirement of Technical Specification.		
17	<b>Training / Demonstration:</b> Supplier's scope.		
18	<b>Pre-Despatch Inspection (PDI):</b> BHEL will have the option to pre-inspect the equipment at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL before despatch. Inspection call for carrying out the inspection shall be given 15 days before the scheduled contract delivery date for indigenous sources. BHEL requires clear 30 days notice to arrange for inspection for foreign sources.		
19	<b>For Foreign Offers:</b>		
(i)	<b>Manufacturers' Name and address:</b>		
(ii)	<b>Country of Origin:</b>		
(iii)	<b>Nearest - 1. Seaport; 2. Airport</b>		
(iv)	<b>Approximate weight, cubage of the consignment and number of containers required for shipment.</b>		
<p>The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above shall take precedence.</p>			

Signature and Office Seal of Vendor