



Annexure - B to Tender TENDER BAP/CAP/2014-15/OT-08
STANDARD COMMERCIAL TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT
[FORMAT TO BE FILLED-UP BY THE SUPPLIER]

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation
01	Price: Supplier shall be quoted on " FIRM PRICE " basis only. No price variation clause will be entertained.		
02	Terms of Delivery:		
(a)	Indigenous Supplies : FOR - Destination means FOR - BHEL Stores, Ranipet [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)	Foreign Supplies : FOB / FCA basis inclusive of SEA / AIR-worthy packing and inclusive of all charges till FOB / FCA. Freight charges up to Chennai Port may also be quoted separately.		
03	Time Period for 'Supply' : 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. Delivery period shall not be more than 03 Months from the date of LOI. Commissioning period shall not be more than 01 Month from the date of supply.		
04	The contractual delivery period will be reckoned from the date of LOI, which shall be binding on the contract. Suppliers shall quote their best delivery period. Delivery is the essence of all contracts for BHEL. Such of those suppliers, who quote for higher delivery would be loaded with a factor of 1/2% per week, subject to a maximum of 4%. Such of those Suppliers whose offer is more than 8 weeks of the delivery specified by BHEL, would not be considered further in the tender, and their Price Bid would not be considered.		
05	Penalty: For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'. The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C). In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine. Loading Factor for non-acceptance of Penalty Clause: In case any bidder is not accepting the above penalty for delayed Supply and/or E&C, 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 10% penalty clause, then balance 5% will be loaded for evaluating lowest bidder.		

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06	<p>Payment Terms: 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:</p> <p>(a) Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount & period of relaxation sought by bidder.</p> <p>(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.</p>		
(a)	<p>Terms of payment for Indigenous Offer: Dispatch of Goods on door delivery basis only. Goods dispatched with documents presented through Bank will be loaded with corresponding bank charges.</p> <p>(i) In case of direct payment, 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C 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.</p>		
(b)	<p>Terms of Payment for Foreign Offers: Total supplies are to be from Foreign Source.</p> <p>(i) Payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc. as envisaged in PO. The L/C shall be opened by BHEL as per following:</p> <p>(i) Within 30 Days of receipt of acceptance of Purchase Order / CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%). Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24 % to 80% of the Supply value of PO.</p> <p>The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.</p>		
(ii)	<p>15 days prior to the scheduled & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 21 days as negotiation period. This L/C can be negotiated after: (a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 3 months beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor.</p>		
(iii)	<p>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. 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.</p>		

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07	CEBG: The successful tenderer shall be required to execute within 30 days from the date of PO, a contract execution bank guarantee for 10% (ten percent) of the Contract Price in favour of the BHEL. (Applicable for orders above Rs. 20.00 lakh)		
(i)	Bank Guarantee (CEBG and PBG) from indigenous suppliers shall be in the prescribed form and from the list of bankers, provided by BHEL.		
(ii)	Bank Guarantee (CEBG and PBG) 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.		
08	Guarantee Period: Guarantee regarding workmanship, materials used, design and performance should be for a period of 24 months from the date of supply of the equipment.		
	Loading Factor for non-acceptance of Guarantee Period: Less than 24 months from supply will attract loading of AMC charges for difference of quote with guarantee period. Example : If a Supplier provides 18 months guarantee period, in place of 24 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.		
09	Performance Bank Guarantee (PBG): 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. (Applicable for orders above Rs. 5.00 lakh)		
	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: Will attract disqualification of the offer.		
10	Erection & Commissioning (E & C) Charges: Supplier to specify clearly the E & C Charges in their price bid. Service tax shall be extra as applicable. Requirement of technical specification needs to be complied with.		
11	Essential / Mandatory Spares: Supplier to specify clearly the charges of Essential / Mandatory Spares in the form of Extra / Included / Free of Cost . Requirement of technical specification needs to be complied with. Where the price of spares is included in the basic price or shown as free of cost the list of spares and their individual prices are to be shown separately.		
12	Validity: Supplier to mention clearly the validity date of the offer. [Minimum 180 days from tender opening date]		
13	Risk Purchase: 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.		
14	Reverse Auction (R/A) / Bidding through Internet: Supplier confirmation required.		

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15	Taxes & Duties:		
(i)	Excise duty in % (for Indegenous supplier): To be indicated by supplier. ED invoice is required for availing Cenvat. benefit		
(ii)	Sales tax in % (for Indegenous supplier): VAT / CST to be indicated by the supplier.		
(iii)	Service Tax for services: To be indicated by supplier.		
(iv)	Income Tax: 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).		
16	Test Certificate: To be submitted.		
17	O & M Manual: 3 sets in english language.		
18	Training: Supplier's scope at no extra cost.		
19	Pre-Despatch Inspection (PDI): 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 indigenou sources. BHEL requires clear 30 days notice to arrange for inspection for foreign sources.		
20	For Foreign Offers:		
(i)	Manufacturers' Name and address:		
(ii)	Country of Origin:		
(iii)	Nearest - 1. Seaport; 2. Airport		
(iv)	Approximate weight, cubage of the consignment and number of containers required for shipment.		
<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