

Enq- 4102000018 dt 29.04.2020 - Procurement of BW Fittings (CS & AS)
Techno-Commercial Terms

Sl No	BHEL requirement	Bidder response
1	Quotation no	
2	Quotation date	
3	Currency of quote (Foreign bidders shall quote only in foreign currency)	
4	Applicable GST % shall be indicated (Foreign bidders shall indicate "Not applicable")	
5	Technical requirements- 1) TDG 102 Rev 09 is applicable. 2) Quality Plan QPG46 Rev 01 is applicable. 3) Packing procedure shall be as per PC-PKG-01. 4) EP shall be as per DRG 3-80-300-19825/04 if not indicated explicitly in the drawing.	
6	Technical deviations (if any)- Bidders may note that except for the deviations listed in the 'Enquiry Deviation Format', the bid shall be deemed to comply with all the requirement in the bidding documents and the bidders shall be required to comply with all terms, conditions and specifications of the bidding documents irrespective of any mention to the contrary, anywhere else in the bid. Deviations taken by vendors (if any) are subject to BHEL approval. If deviation format is not submitted by bidder, it will be construed that the bidder complies to all the technical requirements of BHEL without any deviation.	
7	Delivery period- 4 months from LOI / PO date. Mandatory to accept. Bids with higher delivery period shall be liable for rejection.	
8	Bid Validity- Price Validity shall be sought for a period of 3 months from date of Part-I (Techno-commercial) bid opening OR 60 days from date of Price bid opening/reverse auction whichever is later.	
9	Delivery term- 1. Foreign bidder - 'CFR' Chennai port (all inc of P&F, inspection charges, freight etc). 2. Indigenous bidder - 'FOR' BHEL Trichy / Site (all inc of P&F, F&I, testing, inspection charges etc).	
10	Container detention period- For foreign bidders, 21 days free container detention period for cargo clearance shall be provided.	
11	Liquidated Damage clause- 0.5% of the price for each week of delay upto a maximum of 10% of the price of delayed / undelivered portion. For the purpose of LD calculation, BL date / LR date will be considered respectively for import and indigenous bidders. In case of deviation to BHEL's standard LD terms, loading will be applicable and will be limited to the extent to which it is not agreed to by the bidder.	
12	Evaluation & Ordering- 1. Evaluation will be done on par for both indigenous and foreign bidders. For foreign bidders, inland freight from Chennai port to BHEL Trichy, miscellaneous charges as applicable and net customs duty shall be loaded on the quoted rates. For the purpose of evaluation, Exchange Rate (SBI TT Selling rate) as on the date of Part I bid opening will be considered. 2. Item wise ordering will be resorted to. 3. Minimum Order Quantity (MOQ) / Minimum Order Value (MOV) condition will not be accepted. Bids of such bidders (if any) insisting for MOQ / MOV will be rejected.	
13	Payment term- 1. Indigenous supplier- 100% payment after 60 days after receipt and acceptance of materials (site acknowledgement to be submitted in case of Direct to Site supplies). 2. Import supplier- 100% thru CAD after 60 days from the date of receipt of documents specified in PO at BHEL bank. No other payment terms will be accepted. If bidders propose for any other payment term other than indicated above, such bids will be rejected.	
14	Reverse Auction- Opening of Part II bid may be thru Sealed Price Bid Opening or Reverse Auction. Modality of Part II opening will be decided after Techno-Commercial scrutiny of the offers. Bidder shall confirm acceptance for participation in Reverse Auction (refer Annexure A for details). If not confirming for participation in RA, bid submitted is liable for rejection in the event BHEL decides to proceed with Reverse Auction for price finalization of the tender.	
15	Cancellation / termination of contract, default / breach of contract and risk purchase- As per BHEL's Standard Cost and Risk clause indicated in Annexure A enclosed. By submitting the bid, vendor explicitly accepts to BHEL's requirement. Bids deviating from BHEL's standard condition will be rejected.	
16	Purchase Preferences for the Enquiry- If Make in India preference is applicable as per Annexure A to NIT, declaration format as per NIT shall be submitted. In the event of non-submission of declaration, purchase preference will not be extended to bidders.	
17	Purchase Preferences for the Enquiry- If MSE preference is applicable as per Annexure A to NIT, supporting documents as per NIT shall be submitted. In the event of non-submission of supporting documents, purchase preference will not be extended to bidders.	
18	All other terms and conditions other than those indicated above shall be as per Annexure A- General Terms and Conditions enclosed.	
19	General note- Any disparity to terms indicated above, Annexure A and bidders offer, only the agreed terms and conditions above / Annexure shall stand valid. Bidders terms and conditions which are in conflict will be ignored and will not be taken into consideration by BHEL.	