



ANNEXURE-A (For Foreign Vendors)

Note: This Annexure has to be mandatorily filled & signed by the manufacturer(or) mill and submitted along with Technical Bid.

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation (if otherwise mentioned).

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

Description of the Equipment:		Sensor and Sonic Tube Assembly
BHEL Tender No. & Date		Enq No.1701901126 Date:13.08.19 Due date:03.09.19
SI No.	Terms and conditions	Vendor's confirmation
1	Technical : This requirement is for Korba West -3 & 4 projects a. <u>Specification:</u> 1. CI: BS10: AUTOPURGE: STASA REV 02 b. <u>Quality Plan:</u> QA: CI: STD: QP: 73 REV 00 c. <u>Packing Procedure:</u> QA: CI: STD: PR: 04 REV 03	
2	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	
3	The quotes shall be on FOB/Nearest GATEWAY Airport basis. (Schedule-F is attached)	
4(a)	BHEL Payment term is 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	
4(b)	If LC Payment, only Usance LC with 60 days credit will be opened one month prior to material readiness, further loading will be considered @ 1.5% on the offered value. Hence supplier shall intimate the material readiness accordingly for opening of LC. LC validity period will be 90 days and for any extension, applicable charges will be to Supplier's account.	
4(c)	Deviation in Payment Terms: Any deviation in the above Payment Terms, any other conditions in payment terms or any other payment term will not be accepted and offers will not be considered.	
5(a)	Liquidated damages: Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of ½% of the total order value per week or part thereof subject to maximum of 10% of the total Order value. For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof, subject to a maximum of 10% of the total order value.	
5 (b)	Loading Criteria	

	LD / Penalty: Any deviation of the above LD/Penalty clause, loading will be applied to the extent to which it is not agreed by the bidder(at offered value).	
6 (a)	Guarantee / Warranty Period Guarantee clause 18months from the date of supply or 12 months from the date of actual put in use, whichever is earlier.	
6 (b)	Loading Criteria Guarantee / Warranty Period: No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.	
7	Taxes & Duties: All Taxes, Duties, Service Taxes etc. payable as extra to the quoted Price should be specifically stated in offers, failing which the purchaser will not be liable for payment of such Taxes and Duties.	
8	Risk purchase: If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL 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 delivery period mentioned in the Purchase Order.	
9	DELIVERY PERIOD: Our delivery term shall be 4 months from the date of Document approval	
10	Validity: 120 days from Technical Bid opening. Non-compliance of the same will result in offer being liable for rejection	
11	GENERAL CONDITION: Kindly submit the 'no deviation format' with clear indication of Specification ref, Quality plan and Packing Procedure.	
12	Reverse Auction: Reverse Auction is not applicable for this tender.	
13	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
14	DOCUMENT SUBMISSION In case of PO, documents (drawings, data sheets and quality plan in triplicate) shall be submitted within 15 days from the date of receipt of PO and the revised documents shall be submitted within 1 week from the date of receipt of engineering / quality comments	
15	QUANTITY OF TENDERED QTY BHEL reserves the right to increase or decrease the tendered quantity	
16	MSE Clause: (For Indian Vendors) All vendors are requested to note the Annexure A – Special clauses for Micro and Small Enterprises (MSE) Suppliers. If L1 vendor is an MSE vendor, entire project package will be ordered on L1 vendor. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE. If more than one MSE vendors are available in the L1+15% price band, then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor	

	is not accepting, it will be counteroffered to the next MSE vendor in the price band and so on. Finally, if the MSE vendor in the price band is not accepting, it will be ordered on L1 non-MSE vendor. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of documents as mentioned in the “Annexure-A for Indigenous vendors”. Vendor to confirm. The MSE clause will only be applicable to the Indian vendors who are quoting for the complete NIT requirement on their own in INR. Quotations should not be in collaboration with any foreign vendor (i.e) part quotation in INR and part quotation in foreign currency, if the vendor wants to avail MSE clause.							
17	Weight of the Components: a) Component Net Weight b) Component weight with Packing							
18	Fraud prevention policy The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice							
19	Cost Evalutation: Evaluation shall be on the basis of delivered cost (i.e “total cost to BHEL”). For evaluation, the exchange rate (TT Selling rate of SBI) shall be taken as under: <table border="1"><tr><td>Single part bids</td><td>Date of tender opening</td></tr><tr><td>Two/three part bids</td><td>Date of Part-1 Bid Opening</td></tr><tr><td>Reverse Auction</td><td>Date of Part-1 Bid Opening</td></tr></table> If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.	Single part bids	Date of tender opening	Two/three part bids	Date of Part-1 Bid Opening	Reverse Auction	Date of Part-1 Bid Opening	
Single part bids	Date of tender opening							
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20	PRE - QUALIFICATION REQUIREMENT: The BIDDER has to compulsorily meet the following requirements to get qualified for considering the technical offer: 1. Vendor shall manufacture 1 set of sonic tube assembly & sensor assembly (prototype). Vendor shall offer stage inspection for the same. 2. After approval to above said, Vendor shall manufacture remaining quantity. 3. Vendor should have in-house facilities to manufacture and assemble the items of sonic tube assembly and sensor assembly. Also, the similar items should have been supplied to any of the Industry and reference list for the same shall be submitted in PQR bid.							