

Annexure-B

ACCEPTANCE OF TECHNICAL & COMMERCIAL TERMS AND CONDITIONS BY THE IMPORT BIDDERS

<i>Sl No.</i>	<i>Description</i>	<i>Vendor's confirmation</i>
1.	Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".	
2.	The vendor shall provide necessary drawings, Test Certificates/Chemical composition certificate and Operating Maintenance Manuals as called for in the Technical Specification, in the required number of copies at no extra cost. Specific Make / Brand of the item if any shall be indicated clearly in the offer	
3.	<u>PAYMENT TERMS:</u> BHEL Payment term is 100% payment on CAD basis after 60 days from the date of dispatch documents, specified in PO, at BHEL bank. Respective bank charges to respective account. If supplier insists for LC, 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.	
4.	TERMS OF DELIVERY: Import suppliers: FOB / FCA Basis (As per Inco Term 2010). Additionally Quote on CFR/Chennai price also.	
5.	Vendor to indicate Quoted/Not Quoted item wise in Technical bid (Part I). Order will be placed on overall basis. So partial quotation is not allowed and will be rejected respectively.	
6.	Liquidated damages Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of ½% of the value of goods for each week of delay subject to a maximum of 10% of the Purchase Order value.	
7.	Validity: Validity of the offer should be 90 days from the date of tender opening.	

8.	Guarantee : 1. The Seller shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance. If any stores are found defective, the Purchaser shall submit his claim to the Seller within 12 (twelve) months from the date of arrival of the stores at Purchaser's site or within 18 (eighteen) months counting from the date of shipment from the Port of despatch, whichever is less. The Seller shall be given the necessary facility to investigate such claims. If they are proved to be faulty, the Seller at his option, either repair or replace within a period of 30 days by faultless stores at Seller's cost. All replacement parts shall be shipped by Seller C.I.F Indian Ports, from which point the Purchaser shall clear through Custom and take delivery at his expense to inland destination. If the Seller so desires, the defective stores can be taken over by his Representative in India for disposal, within a period of three months from the date of receipt of replacement stores. At the expiry of this period, no claim whatsoever shall lie on the Purchaser. 2. All the replacement stores shall also be guaranteed for a period of 12 (twelve) months from the date of arrival of stores at Purchaser's site.	
9.	Delivery from PO date: Delivery period shall be within 10 weeks from date of order.	
10.	Acceptance for the performance bank guarantee as per Annexure C clause 11.	
11.	BHEL General conditions of contract acceptance. (Annexure-C)	