

**ANNEXURE - C to ENQ 3880229E / 23.05.2018****CHECK LIST STANDARD TECHNICAL AND COMMERCIAL TERMS & CONDITIONS**

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation (if any)
	CHECK LIST STANDARD COMMERCIAL TERMS & CONDITIONS		
01	Terms of Delivery:		
(a)	FOR - Destination means FOR - MAITREE/BANGALADESH (Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. If Extra, indicate in %. Unloading at BHEL Site would be to the account of BHEL only].		
(b)	CFR Port of Mongla Sea Port Basis only and Insurance in BHEL's scope.		
(c)	Note: Our requirement is FOR delivery at Maitree Site. Vendors can Opt any of the above delivery terms. Loading charges will be Applicable in case of deviation taken. However, Landed cost will be taken for comparison purpose.		
02	Delivery Period: To mention clearly the exact delivery period as it attracts contractual penalty on delays.To be indicated in days from date of receipt of Purchase Order (P.O)		
3(a)	Terms of payment for Indigenous Suppliers: 100% payment will be made directly thru' EFT within 45 day for MSE Vendors and 90 days for Non-MSE Vendors from the date of receipt and acceptance of materials at BHEL Stores, Ranipet. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.		
3 (b)	Terms of Payment for Foreign Suppliers: "100% thru' irrevocable & unconfirmed LC at sight through any one of our Bankers listed elsewhere in the tender conditions for 100% value (less Agency Commission, if any) valid upto the PO delivery period and 15 days thereafter for negotiation. All bank charges in India to BHEL's account and all other charges outside India to Supplier's account. BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 90 days.		
04	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 price bid opening. This is payable on satisfactory completion of the contract. Agency agreement copy shall be submitted along with Annexure-C without fail. 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.		



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05	Contract Execution Bank Guarantee (CEBG): The Supplier shall submit a BG for 2% of the contract value valid for the agreed delivery period + 3 Months. Attached CEBG Format is to be signed and submitted along with Annexure-C as a token of acceptance. Please note no deviation is allowed.		
06	OFFER Validity: Supplier to mention clearly the validity date of the offer. Minimum 90 days from the date of Technical Bid opening and 30 days from the date of the Reverse Auction/Price bid opening date;		
07	Clientele List: Supplier to submit detailed clientele list with their full address including detail of contact person with phone no., fax no. & e-mail ID as per clause A(j) of Annexure - B (STANDARD TERMS & CONDITIONS).		
08	Reverse Auction (R/A) / Bidding through Internet: Supplier confirmation required.		
09	Taxes : GST in % (for Indigenous supplier): To be indicated by supplier.		
10	Test Certificate: To be submitted. With Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions		
11	Guarantee Certificate: The warranty period shall begin on the date of taking over by BIFPCL or date of issuance of the provisional acceptance certificate for the unit (whichever occurs first) and shall end after twenty-four (24) months. Provided that the successful bidder shall extend the provisions of this warranty to cover all repaired and replacement parts furnished under the warranty obligations hereunder, subject to the warranty period for the same being for a period of 24 months from the date on which replacement or renewal work is completed.		
12	PERFORMANCE BANK GUARANTEE (10% OF ORDER VALUE): The performance guarantee for 10% of Order value is to be submitted, in the event of ordering till the end of the guarantee period referred vide clause 11.		
13	Inspection before despatch: Inspection before despatch at supplier's works by BHEL/authorised agency		
14	Liquidated Damages (LD) : The applicable LD shall be at the rate of 0.5% per week to maximum of 10% for the undelivered portion and for the deliveries made beyond the agreed Delivery Period. Delivery being the essence of BHEL's contract requirements, in the event that a Supplier does not accept the above LD condition, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above. Date of material receipt at our stores (Day Book date) will be considered as the 'Delivery date as mentioned in purchase order.		
15	Risk Purchase Clause (as per clause-I of Annexure-B) (Supplier Confirmation Required)		
16	Firm Price: Prices shall be kept firm till completion of supplies.		
17	Supplier Registration Form- Online submission is to to be done and soft copy of the same to be uploaded along with Technical Bid by new vendors.		
18	MSE / Non MSE Status with proof		
19	For Foreign Offers:		
(i)	Manufacturers' Name and address:		
(ii)	Country of Origin:		
(iii)	Mills Letter of Authority		
(iv)	Agency Agreement		
(v)	Approximate weight and cubage of the consignment.		
Signature & Office Seal of Vendor			