

ANNEXURE-B (For Foreign vendor)

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

This Annexure has to be mandatorily filled & signed by the bidder 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)

Description of the Equipment:		HD CCTV camera with accessories for viewing furnace Hopper & Bottom Ash Hopper	
BHEL Tender No. & Date			
SI No.	Terms and conditions		Vendor's confirmation
1(a)	This requirement is for following NTPC R&M projects Rihand – 5, 6 R&M (4237, 4238, 4239, 4240) Ramagundam – 7 R&M (4246) Kahalgaoon – 5, 6, 7 R&M (4241, 4242, 4243) Farakka – 6 R&M (4244) Korba - R&M (4245)		
1(b)	Technical: Supply of fixed HD CCTV camera with accessories for viewing furnace Hopper & Bottom Ash Hopper in boiler as per specification: CI/STD/BHC Rev 00 Quality plan: Vendor quality plan, subject to BHEL approval		
1 (c)	Test certificate shall be submitted prior to despatch for our review and approval. Shipment shall be made only after obtaining despatch clearance from BHEL/MDCC from NTPC.		
1(d)	Confirmation & submission of all PQR documents as per Annexure -A (Technical pre-qualification requirements)		
2	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.		
3 (a)	FOB Basis: The quotes shall be on FOB/Nearest GATE WAY Airport basis. (Schedule – F for Gateway Airport detail is attached)		
3 (b)	Insurance charges: BHEL SCOPE		
4	Payment terms: 90% 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. Balance 10% payment will be made against successful commissioning of the system at project sites. In the case of 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 LC. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account. Any deviation in the above payment term, any other conditions in payment term or any other payment term will not be accepted and the offers of such vendors 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 the 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 for 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 leads to rejection of offer.		

7	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.																				
8	Delivery Period: Our delivery term shall be 8 weeks from the date of document / data sheet approval.																				
9	Validity: 120 days from Technical Bid opening. Non-compliance of the same will result in offer being liable for rejection.																				
10	NO DEVIATION: Submit the "No deviation" with clear indication of Enquiry ref , our specification ref in Enquiry Deviation format as attached. In case of deviations, indicate clearly clause wise deviations with reasons in Sub delivery deviation format .																				
11	Reverse Auction: Reverse Auction is not applicable for this tender.																				
12	Staggered Delivery: This is the requirement for NTPC R&M projects, having different delivery schedule, hence vendor to supply the camera system in staggered delivery as per the delivery requirement mentioned against respective projects <table border="1"> <thead> <tr> <th>Sl no</th><th>Delivery month & year</th><th>Projects</th></tr> </thead> <tbody> <tr> <td>1</td><td>NOV' 2019</td><td>Rihand (4240)</td></tr> <tr> <td rowspan="3">1</td><td rowspan="3">DEC' 2019</td><td>Rihand (4237,4239)</td></tr> <tr> <td>Farakka (4244)</td></tr> <tr> <td>Kahalgaon (4241)</td></tr> <tr> <td rowspan="2">2</td><td rowspan="2">OCT'2020</td><td>Kahalgaon (4242)</td></tr> <tr> <td>Ramagundam (4246)</td></tr> <tr> <td rowspan="2">3</td><td rowspan="2">FEB' 2021</td><td>Kahalgaon (4243) Rihand (4238)</td></tr> <tr> <td>Korba (4245)</td></tr> </tbody> </table>	Sl no	Delivery month & year	Projects	1	NOV' 2019	Rihand (4240)	1	DEC' 2019	Rihand (4237,4239)	Farakka (4244)	Kahalgaon (4241)	2	OCT'2020	Kahalgaon (4242)	Ramagundam (4246)	3	FEB' 2021	Kahalgaon (4243) Rihand (4238)	Korba (4245)	
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13	Since all project requirements are considered as single package, partial quantity offer will be rejected.																				
14	Document submission: In case of PO, documents (drawings, data sheets and quality plan) shall be submitted within 14 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. Any delay beyond the above specified period will be considered during LD calculation.																				
15	Evaluation: All project requirements are considered as single package for evaluation & ordering as indicated in tender. Evaluation will be done on total cost to BHEL including erection & commissioning charges for all units, after the loading as applicable wherever deviations are observed.																				
16	Erection & commissioning: As per specification clause 21, vendor to quote lump sum charges / unit for erection & commissioning of camera system at site. Total value for erection & commissioning charges will be arrived as quoted per unit lump sum charges X no of units (ie Quoted lump sum charges / unit X 10) Note: As per site requirement, vendor to make site visit to respective project sites & after successful commissioning, vendor shall make MOM with BHEL site / customer. MOM copy is required for further processing of commissioning invoice for payment. <u>Project details of E&C requirement for total of 10 units are:</u> No of cameras: 4 cameras /unit <table border="1"> <thead> <tr> <th>Project</th><th>Location</th><th>No of units</th></tr> </thead> <tbody> <tr> <td>Rihand – 5, 6 R&M (4237, 4238, 4239, 4240)</td><td>Uttra Pradesh</td><td>04</td></tr> <tr> <td>Ramagundam – 7 R&M (4246)</td><td>Telangana</td><td>01</td></tr> <tr> <td>Kahalgaon – 5, 6, 7 R&M (4241,4242, 4243)</td><td>Bihar</td><td>03</td></tr> <tr> <td>Farakka (4244)</td><td>West Bengal</td><td>01</td></tr> <tr> <td>Korba -1 (4245)</td><td>Chhattisgarh</td><td>01</td></tr> </tbody> </table>	Project	Location	No of units	Rihand – 5, 6 R&M (4237, 4238, 4239, 4240)	Uttra Pradesh	04	Ramagundam – 7 R&M (4246)	Telangana	01	Kahalgaon – 5, 6, 7 R&M (4241,4242, 4243)	Bihar	03	Farakka (4244)	West Bengal	01	Korba -1 (4245)	Chhattisgarh	01		
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17	Indicate applicable service charge / tax for erection & commissioning charges, if any	
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	Priced offer: Vendor should quote on FOB/Nearest GATE WAY Airport basis in EPS price bid and E&C charges / unit separately in the column provided in EPS – PRICE BID, in foreign currency.	
20	Documents are to be submitted along with technical bid (Part-1) 01. Filled “No Deviation” form as per attached format 02. Filled commercial T&C sheet (Annexure-B) 03. Technical documents / Catalogue's if any 04. PQR supporting documents 05. Filled Third party non-disclosure agreement 06. Declaration of Local content (Make in India) Note: All the pages of documents are to be signed and stamped by authorized signatory of the company	
21	BHEL will proceed the tender evaluation with finalised commercial T&C as per Annexure B only. Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will not be considered.	