

ANNEXURE- B (For Foreign vendor)

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

Note: This Annexure has to be mandatorily filled & signed by the bidder and submitted along with Technical Bid.

Description of the Equipment:		Smoke Density Analyser
BHEL Tender No. & Date		
SI No.	Terms and conditions	Vendor's confirmation
1(a)	This requirement is for supply of Smoke Density Analyser for TATA Steel Ltd, 2X 250 TPH (1430,1431) project, Kalinga Nagar as per the following specification Technical Specification: CI/1430/SPM Rev 00 Quality plan: Vendor quality plan, subject to BHEL /customer approval Packing Procedure: As per specification	
1 (b)	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 customer.	
1(c)	Confirmation & submission of all PQR documents as per Annexure C (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)	Delivery term: 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 (a)	Payment terms: 100% payment on CAD basis after 60 days from the date of receipt of documents against 10% PBG valid for the Guarantee period, specified in PO, at BHEL bank. Respective bank charges to respective account. 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.	
4 (b)	Performance Bank guarantee: PBG shall be submitted for 10% of the PO value and the validity of the PBG shall have a validity period till the Guarantee period & the claim period shall have three months extra. Same shall be acceptable as per our PBG format & consortium bank list (refer enquiry attachments). No deviation is permitted & the deviated offers are liable for rejection	
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 of 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 approval.	
9	Validity: 120 days from Technical Bid (PART 1) 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	Since all items in this enquiry are treated as single package, not quoting any item will lead to rejection of your offer.	
13	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.	
14	Evaluation: Evaluation will be done on total cost to BHEL including lump sum commissioning charges, after the loading as applicable wherever deviations are observed.	
15	Erection & commissioning: As indicated in specification for E&C, vendor to quote lump sum charges / boiler for supervision of erection & commissioning of analyser system at site. Vendor to quote lump sum charges for boiler 1 & boiler 2 in EPS – PRICE BID Note: MOM copy made with BHEL site / customer for successful commissioning of supplied system is required for further processing of commissioning bill.	
16	Applicable GST percentage for erection & commissioning charges	
17	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.	
18	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.	

19	COST EVALUATION 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><tr><td>Single part bids</td><td>Date of tender opening</td></tr><tr><td>Two/three part bids</td><td>Date of Part-I bid opening</td></tr><tr><td>Reverse Auction</td><td>Date of Part-I 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-I bid opening	Reverse Auction	Date of Part-I bid opening	
Single part bids	Date of tender opening							
Two/three part bids	Date of Part-I bid opening							
Reverse Auction	Date of Part-I bid opening							
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 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.							