

Annexure-B

Confirmation / Acceptance of Commercial Terms & Conditions for Foreign Vendors
(Annexure-B to be filled, signed & stamped by Vendor and this should form a part of Techno-Commercial bid)

Enquiry No: _____

Enquiry Due Date: ____/____/____

S. No	BHEL TERMS & CONDITIONS	VENDOR RESPONSE
1.	<u>PRICES:</u> Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. The quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT. Please confirm.	
2.	<u>INSPECTION:</u> In case of foreign vendors, the cost of Third Party Inspection, where called for, shall be deemed included in the quoted price. Quoted prices shall be inclusive of inspection and testing charges. Please confirm.	
3.	<u>AGENCY COMMISSION:</u> Agency commission if any to be included in price basis and indicated separately as a percentage of quoted value. Please confirm.	
4.	<u>PLACE OF DELIVERY:</u> Indicate the name of Seaport/Airport on CFR / CIF basis delivery. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc to work out landed cost at Sea Port. For further clarification refer GTC BP 200102 .	
5.	<u>Delivery Period:</u> Delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order. Please clearly specify.	
6.	<u>BHEL PAYMENT TERMS:</u> 100% payment ' Irrevocable Unconfirmed LC ', payable within 90 days of the bill of lading (BL) date . LC shall be established two months prior to schedule delivery and valid for 3 months only (i.e. with 90 days usance period). Please confirm.	
7.	<u>LC Charges:</u> a. L/C charges in India to BHEL A/C and outside India to vendor's account. Please confirm. b. Confirmation charges shall be in supplier's account in case confirmed L/C is required. Please confirm. c. In case of delay in supply by the vendor, charges for extension of L/C (Inside & Outside) will have to be borne by vendor. Please confirm.	
8.	<u>PENALTY:</u> Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value.	
9.	<u>QUANTITY VARIATION:</u> BHEL reserves the right to increase /decrease/cancel the quantity during enquiry stage or during execution of the contract without assigning any reason.	
10.	<u>EXCHANGE RATE:</u> For evaluation, exchange rate (TT selling rate of SBI) as on scheduled Part-I date of tender opening. 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 for evaluation purpose.	
11.	<u>VALIDITY:</u> The offer must be valid for 120 days from the date of technical bid opening. Pl confirm.	
12.	<u>REVERSE AUCTION:</u> BHEL reserves the right to go for a reverse auction instead of opening the sealed envelope price bid, submitted by the bidder. Conducting RA decided after techno commercial evaluation. Non-acceptance to participate in RA may result in non-consideration of their bids, incase BHEL decides to go For RA.	
13.	<u>Currency:</u> Indicate the name of currency of the quoted prices. Please clearly specify.	

NOTE:

- DEVIATION IN ANY COMMERCIAL CONDITION ABOVE SHALL BE SUITABLY LOADED IN THE OFFERED PRICE AS PER BHEL NORMS.
- KINDLY REFER BHEL GENERAL TERMS & CONDITIONS **BP 200102** THAT SHALL PREVAIL FOR THIS TENDER ENQUIRY.
- IN CASE OF ANY CONFLICT, CONFIRMATION BY VENDOR PROVIDED HERE IN ANNEXURE-B SHALL SUPERCEDE.

(Signature & Seal of vendor)