

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: E1993013

Enquiry Due Date: 06/07/2019

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% against Irrevocable, Unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date 'OR' Payment terms of CAD payable on 90th day of B/L / AWB. Please Confirm. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State Bank of India Base Rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.	
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.	
14	PEBC Certificate submitted as per Annexure I OR Annexure II whichever is applicable.	
15	Refer Public procurement (Preference to Make in India) Order 2017 , circular no. 42 of 2018-19 dt. 15/6/2017 & 28/5/2018 & subsequent order issued by the respective nodal ministry with immediate effect. The purchase preference, if estimated value of procurement of such goods is more than Rs. 50 lakhs then based on confirmation issued by indenter about item/product nature to be divisible/splitting (clause 15 b shall be followed) a) Default margin of purchase preference shall be 20% to local supplier with default minimum local content of 45% for all items, unless any change prescribed by Nodal Ministry b) Purchase preference shall be given to local supplier in all procurement undertaken by procuring entities in the manner as preferred hereunder i) Among all qualified bids the lowest bid will be termed as L1 . If L1 is from a local supplier the contract for full quantity will be awarded to L1. ii) If L1 bid is not from a local supplier, 50% or order quantity shall be awarded to L1 thereafter the lowest bidder among local supplier to match the L1 price for the remaining 50 % quantity subject to the local suppliers quoted price falling within the way of purchase preference. c) If the item /product is not divisible & bid is evaluated on price alone then following procedure shall be followed. i) Among all qualified bids the lowest bid will be termed as L1 . If L1 is from a local supplier the contract for full quantity will be awarded to L1. ii) If L1 bid is not from a local supplier, the lowest bidder among local supplier will be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none f the local supplier within the margin of purchase preference match the l1 price , then the contract may be awarded to the L1 bidder.	
16	Integrity pact format to be filled , signed & witness and to be submitted along with part 1 (Technical Offer). Detail of Independent External Monitor (IEM) Name : Smt. Pravin Tripathi Email : pravin.tripathi@gmail.com Address : D-243, Anupam Gardens,Lane 1B, Country Club Road,Sinik Farms, New Delhi – 110 068 Mobile No. 9811299200 The threshold limit for Integrity Pact (IP) is presently Rs. 5 Crores.	

17	Enquiry Items 04,06 & 07 are <u>not divisible</u> and it is to be procured from same source (vendor) in line with clause 15(c). Therefore evaluation for above items shall be done <u>package wise</u> . Whereas Item 01,02,03 & 05 is <u>divisible</u> , therefore same shall be evaluated in line with Clause 15, (a/b) <u>Itemwise</u> .	
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In addition to above General Terms & Conditions (GTC) are also attached . Bidder has to confirm their acceptance/non acceptance specifically otherwise if nothing is written about it, it will be presumed that you have agreed with all condition mentioned

NOTE:

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

(Signature & Seal of vendor)