

Procurement of BW Fittings - CS & AS- Tender No. 4102000034 dt. 03.07.2020
Techno-Commercial Terms

Sl No	BHEL requirement	Bidder response
1	Quotation no	
2	Quotation date	
3	Currency of quote (Foreign bidders shall quote only in foreign currency)	
4	Applicable GST % shall be indicated (Foreign bidders shall indicate "Not applicable")	
5	Technical requirements- 1) TDG 102 Rev 09 is applicable. 2) QPG 46 Rev 01 is applicable. 3) Packing procedure shall be as per PC-PKG-01. 4) EP shall be as per DRG 3-80-300-19825/04 if not indicated explicitly in the drawing. 5) Fittings tolerance shall be as per drawing 4-80-301-26192 Rev 01.	
6	Technical deviations (if any)- Bidders may note that except for the deviations listed in the 'Enquiry Deviation Format', the bid shall be deemed to comply with all the requirement in the bidding documents and the bidders shall be required to comply with all terms, conditions and specifications of the bidding documents irrespective of any mention to the contrary, anywhere else in the bid. Deviations taken by vendors (if any) are subject to BHEL approval. If deviation format is not submitted by bidder, it will be construed that the bidder complies to all the technical requirements of BHEL without any deviation.	
7	Bid validity- 4 months from the date of Part I bid opening (Mandatory to accept else bid is liable for rejection)	
8	Delivery period- 5 months from LOI / PO date.	
9	Delivery term- 1. Foreign bidder - 'CFR' Chennai port (all inc of P&F, inspection charges, freight etc). 2. Indigenous bidder - 'FOR' BHEL Trichy / Site (all inc of P&F, F&I, testing, inspection charges etc).	
10	Container detention period- For foreign bidders, 21 days free container detention period for cargo clearance shall be provided.	
11	Liquidated Damage clause- 0.5% of the price for each week of delay upto a maximum of 10% of the price of delayed / undelivered portion. For the purpose of LD calculation, BL date / LR date will be considered respectively for import and indigenous bidders. In case of deviation to BHEL's standard LD terms, loading will be applicable and will be limited to the extent to which it is not agreed to by the bidder.	
12	Evaluation & Ordering- 1. Evaluation will be done on par for both indigenous and foreign bidders. For foreign bidders, inland freight from Chennai port to BHEL Trichy, miscellaneous charges as applicable and net customs duty shall be loaded on the quoted rates. For the purpose of evaluation, Exchange Rate (SBI TT Selling rate) as on the date of Part I bid opening will be considered. 2. Item wise ordering will be resorted to. 3. Minimum Order Quantity (MOQ) / Minimum Order Value (MOV) condition will not be accepted. Bids of such bidders (if any) insisting for MOQ / MOV will be rejected.	
13	Payment term- 1. Indigenous supplier- 100% payment after 60 days after receipt and acceptance of materials (site acknowledgement to be submitted in case of Direct to Site supplies). 2. Import supplier- 100% thru CAD after 60 days from the date of receipt of documents specified in PO at BHEL bank. 3. In case of any new import supplier who is not approved with BHEL Piping Centre for any of the Material Categories of Fittings / Forgings, payment term will be on CAD basis after 60 days from the date of receipt & acceptance of material. No other payment terms will be accepted. If bidders propose for any other payment term other than indicated above, such bids will be rejected.	
14	Reverse Auction- BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	
15	Cancellation / termination of contract, default / breach of contract and risk purchase- As per BHEL's Standard Cost and Risk clause indicated in Annexure A enclosed. By submitting the bid, vendor explicitly accepts to BHEL's requirement. Bids deviating from BHEL's standard condition will be rejected.	
16	Purchase Preferences for the Enquiry- If Make in India preference is applicable as per Annexure A to NIT, declaration format as per NIT shall be submitted. In the event of non-submission of declaration, purchase preference will not be extended to bidders.	
17	Purchase Preferences for the Enquiry- If MSE preference is applicable as per Annexure A to NIT, supporting documents as per NIT shall be submitted. In the event of non-submission of supporting documents, purchase preference will not be extended to bidders.	
18	Modality for tie items (if any) during price evaluation- In the eventuality of any tie item / items during price evaluation, L1 vendor will be ascertained by BHEL by inviting snap bid or thru paper lot / lottery system. The modality of proceedings will be intimated to applicable vendors if case arises.	
19	All other terms and conditions other than those indicated above shall be as per Annexure A- General Terms and Conditions enclosed.	
20	General note- Any disparity to terms indicated above, Annexure A and bidders offer, only the agreed terms and conditions above / Annexure shall stand valid. Bidders terms and conditions which are in conflict will be ignored and will not be taken into consideration by BHEL.	