



ANNEXURE-I
STANDARD TERMS & CONDITIONS
(FOR GUIDANCE TO THE SUPPLIERS)

A] Submission of Offer

Sealed tenders super-scribed with Tender Number, Due Date, Item Name & Supplier's Name shall be addressed to Dy. Manager / Capital Purchase and P&D, Bharat Heavy Electricals Limited, Ranipet – 632 406, Tamilnadu, INDIA, so as to reach him on or before the date and time specified in the tender. It shall contain two sealed covers in one envelope.

Sealed envelope super-scribed, with Tender Number, Item Name, Tender Due Date & Supplier's Name, containing:

Cover I: Techno-Commercial and Unpriced Bid

Sealed Cover super-scribed "Cover I – Techno-Commercial and Unpriced Bid" containing:

- a) **Complete technical Offer** with details, catalogues, drawings,
- b) **Un-priced bid** (i.e. Price bid without Price),
- c) **Filled-in BHEL's Technical Specification format** enclosed with the Tender document,
- d) **Filled-in BHEL's Standard Terms & Conditions** for Procurement of Equipment enclosed with the Tender Document,
- e) **All relevant enclosures** of above documents / formats.
- f) **Deviation summary** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately and
- g) **Shipping weight and cubage** (length, width & height) size of packing, including special shipping arrangements that may be required like flat bed containers, open top containers, number of containers required etc.
- h) **Supporting documents** to substantiate that the same model of the equipment / machinery offered under this Purchase Enquiry has been operating satisfactorily any where in the world.
- i) **Clientele list** with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any) to whom the same / similar equipment is supplied in the past five years. The date of supply should also be indicated,
- j) **Performance certificate** given by the end-user. Suppliers who have manufactured at least one equipment of same or higher size for similar applications in the past and such equipment(s) is (are) working satisfactorily after commissioning or as per Technical Specification should enclose at least two performance certificates – issued by two different end-users,
- k) **Authorization Letter:** Such of those tenderers who wish to participate in the Tender Opening, should attach an authorization letter which shall be duly signed and stamped in original, identifying the representative to be deputed for tender opening and

Note

- (i) The equipment offered, shall be strictly conforming to the specification and scope attached in each tender, for complete unit including accessories, called for, if any.
- (ii) Optional items offered, if any, would not be considered for evaluation. Procurement of such optional item/s will be at the sole discretion of BHEL.



- (iii) All taxes and duties payable as extra to the quoted price should be specifically stated in offers. Offer from within India shall be submitted along with CST & TIN No. / Tariff No. etc, failing which the purchaser will not be liable for payment of such taxes and duties. Our TIN No. 33243560005, CST No. 239383/11.06.91, BHEL ECC No. AAACB4146PXM008.
- (iv) The un-priced bid is to be used to indicate relevant commercial implications without indicating price.
- (v) Commercial terms including all applicable prevailing taxes and duties are to be indicated clearly in the offer.
- (vi) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to by BHEL.
- (vii) Money values shall not be indicated anywhere in the un-priced bid.
- (viii) Time required for inspection (at Supplier's works), erection, commissioning and training the operators of BHEL, at BHEL, should be clearly given in terms of numbers of working days and
- (ix) All the annexure to the Techno-Commercial bid should be serially numbered.
- (x) Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.

Sealed envelope super-scribed Cover – II (Price bid), with Tender Number, Item Name, Tender Due Date & Name of the Supplier, containing:

Sealed Cover super scribed "Cover II –Price Bid" containing:

Price Bid (i.e. Un-priced bid but with Price duly filled-in) in conformance with the commercial terms as per Cover- I.

The Prices shall be indicated in both figures and words, clearly specifying the currency used. Differential foreign currencies may not be used in a given offer.

Wherever there is a discrepancy between the figures and the words, the value as indicated by words shall be taken as the "Price" by the Purchaser. Similarly if there is a discrepancy between the Unit Price and the Value on account of arithmetical error in the computation of the Value (Price x Quantity), only the Unit Price would be taken by the Purchaser for consideration. No corrections would be permitted. Error statements should be completely erased / struck out and fresh values given in the offer, which should be initialled and attested by the tender submitting authority. Offers without the above may become liable for rejection.

Note

- (i) The price break-up should be in line with technical specification / scope of the tender. (Cost of basic machine, accessories, spares, packing charges, forwarding charges {FOB / FCA}, freight, insurance, training, installation, erection and commissioning charges shall be shown appropriately).
- (ii) Where applicable, the charges for erection and commissioning, or for any such service, which involves deputation of experts / engineers from the Supplier, *per-diem* rates are also to be furnished.
- (iii) Additional Charges such as packing and forwarding (P&F) or FOB / FCA may be quoted either on lump sum basis or as a percentage of the basic cost of the machine.
- (iv) Charges for Erection & Commissioning (E&C) and Training of our personnel may preferably be given on lump-sum basis, clearly indicating the number of working / calendar days for which the charges are applicable. It should be noted by Supplier that Service Tax / Income Tax as levied by the Government of India is deductible from the E&C Charges.
- (v) Quotation for recommended spare parts as per O&M (with break-up) for two years should be indicated in the offer as essential spares.



- (vi) No offer for individual accessories or part of equipment will be accepted.
- (vii) No Price Variation Clause will be entertained.
- (viii) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Cover I) shall hold good and the commercial term quoted in the Price Bid (Cover II) shall not be considered.
- (ix) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes
- (x) The quotation should be valid at least for a period of 180 days from the tender opening date.
- (xi) Offers should be submitted in two sets, one original and one copie.
- (xii) The offers should invariably contain Signature (ink-signed) & Office Stamp of the Supplier. Any corrections / erasures in the offers should be initialled and stamped.
- (xiii) Indian bidders should submit the prices in Indian Rupees only.
- (xiv) Foreign bidders may submit their bid in their home currency. The currency should be clearly indicated in the un-priced commercial bid as well as in the price bid.
- (xv) Indian Suppliers shall quote on FOR Destination basis only. Destination is BHEL, Ranipet Stores or any other factory of BHEL in India. Foreign Suppliers shall quote on FOB Delivery. Delivery shall be on FOB Sea-Port basis or FCA Air-Port Basis. No other delivery terms shall be acceptable. The Port of delivery shall be a popular and commonly used international air/sea port. Freight charges for carriage from port of dispatch to Chennai Sea / Airport shall also be separately indicated in the price bid. (C&F Charges)
- (xvi) For foreign suppliers, Shipping arrangements including Insurance, from Port of Delivery to Port of Discharge (Chennai air/sea Port, India) and further carriage to BHEL factory at Ranipet would be to the account of BHEL. However stuffing charges for container shipment would be to the account of the supplier, where the containers are to be stuffed at the works of the supplier.
- (xvii) Port to Port carriage would be arranged through shipping agent nominated by Government of India / BHEL in the case of Sea Shipments and by nominated air-consolidation / freight forwarder agents of BHEL in case of carriage by air and
- (xviii) List of shipping agents/consolidation agent would be a part of the Purchase Contract.

B] Opening of Offers

- a) **Tenders shall be received up to 1000 Hours on the said due date and be opened on the same day at 1030 Hours . Tenders received after 1000 Hours would not be opened. The times indicated are Indian Standard Time (IST).**
- b) Tenders, which were posted through 'India Post's Registered Post before the opening date but received after tender opening shall be treated as regular tenders.
- c) Supplier shall submit two covers (Cover-I techno-commercial bid & Cover-II price bid) in one envelope only. If one cover containing all the bids techno-commercial bid & price bid together, the bid is liable for rejection. The decision to accept such bids shall be the sole discretion of BHEL, which may be done by BHEL after segregating the bids so received.
- d) Such of those Tenderers who wish so, may participate in the Tender Opening by deputing their representatives. The representatives would be allowed to participate in the Tender opening only on submission of a signed and stamped authorization letter issued by the Supplier. Representatives without the Authorization Letter would not be allowed to participate in the Tender Opening. Representatives who turn up after the Tender opening time / start of the Tender opening would not be allowed to participate. After tender opening the details would not be given to such suppliers who choose to be absent at the Tender opening.

e) Details such as the Technical Specification, Price, Delivery Terms, and Delivery Period alone would be read out by the Tender Opening Officer.

f) In exceptional cases, at the discretion of BHEL, in the event of the named representative (named in the Tender Document) is unable to come due to unavoidable circumstances, then an alternative representative would be allowed, where the alternative representative should carry a revised original authorization certificate. Suppliers are advised to avoid such situations to avoid embarrassments on both sides and

g) If so required, BHEL reserves the right to open the Price-Bids, '*in-camera*'. Intimation to this effect would be given to the Supplier by BHEL, before the opening of the Price-Bids.

Note

(i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.

(ii) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions.

(iii) Specifications are the basic essence of the "Product". Mere copying of the tender specifications by the Bidder into their offer document shall not make them eligible for consideration. Appropriate and sufficient evidence of conformity by way of drawings, data etc., shall be furnished. There should be an item-by-item commentary on the Specifications demonstrating responsiveness of the offered equipment to the specifications, and all deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point, and

(iv) At its option BHEL may choose to conduct a Reverse Auction (R/A) or bidding through the Internet for the price, instead of opening the Price-Bids.

C] Evaluation of Offers

a) The price bids of the technically acceptable offers alone, contained in Cover II shall be opened.

c) All bidders shall submit their offers by filling-in the format of the BHEL tender documents. Offers received in any other format are liable to be rejected. Offers are asked in BHEL's format for purpose of standardisation - to help in the offer evaluation.

d) Offer with any pre-conditions (like conditional discounts) for price are liable to be not considered / rejected.

e) In the event of any change in scope arising out of the discussions, such offerors would be given a chance to submit their revised offer. The revised offer shall contain only the price addition / deletion for such change in the scope, over and above the original scope and price quoted. The original price quoted shall not be changed on account of the technical discussions. In order to arrive at the lowest offer BHEL will include cost of essential spares in the total cost unless specified in Technical Specification / Approved Scope otherwise.

h) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.

i) BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.

j) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, which shall be given as per the guide lines of Government of India.

k) For the purpose of comparing prices, tender prices shall be converted to Indian rupees and the conversion shall be made by using the Import Bills Rate (IMP Bills) (exchange) rate quoted by the State Bank of India (SBI) on the date of opening of price bids published in the same day newspapers. This exchange rate will be followed till placement of order.

l) BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offeror and

m) If so required by BHEL, Supplier may have to share their cost data / costing sheet with BHEL.

D] Execution of the Order

a) In the event the Purchase Specification calls for approvals of drawings / Bill of Materials, the same shall be got approved by the Supplier from BHEL before proceeding further. Such approval points shall be called as 'Customer Hold-Points' and only after due approvals / clearances from BHEL, can the Supplier proceed to the next stage of manufacturing the equipment.

b) BHEL will have the option to pre-inspect the machine / equipment at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL **but this does not absolve the Supplier from giving the performance as agreed upon.**

c) Inspection call for carrying out the inspection shall be given 45 days before the scheduled contract delivery date. BHEL requires clear 30 days notice to arrange for inspection. The Inspection date/s given by the Supplier shall be on firm basis.

d) Deviations, if any pointed out by the visiting Inspection team of BHEL shall be corrected and the machine as per specification shall be dispatched on or before the contract delivery date.

e) The final inspection for acceptance will, however, be carried out at BHEL's works at Ranipet.

f) The contract delivery date is the date of ex-works dispatch of the equipment. As carriage from the FOB sea-port is arranged by BHEL, in case of non-availability / delay of vessel / containers, the date of intimation of full readiness for dispatch, to the BHEL nominated shipping agent, by the Supplier shall be reckoned as the date of dispatch.

g) Travel & other local stay cost for the Engineers sent by BHEL will be to BHEL account.

h) Any training charges including cost of test pieces, at Suppliers' works shall be borne by the Supplier.

i) The supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards.

j) Foreign suppliers shall dispatch on FOB agreed Sea-Port / FCA agreed Air-Port basis. Indian suppliers shall dispatch on free delivery (door-delivery) at BHEL stores basis only

k) In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.

l) Only those documents specified for payment shall be routed through bank for payment. All other documents specified in the Purchase Order shall be sent directly to BHEL, either with the consignment or separately.

m) Equipment shall be dispatched only after getting the dispatch clearance of BHEL (Dispatch clearance would either be faxed / e-mailed as a scanned document / couriered.) and

n) Payment for the equipment shall normally be in two instalments. The first instalment would be for 80% of the order value (plus 100% of the duties and taxes, where applicable) through a mutually agreed mode. The generally acceptable mode is "Direct with in 90 days of receipt at BHEL for Indigenous Suppliers" and through an "At Sight L/c, payable after receipt of the documents at the opening bank", for foreign suppliers. Payment to Indian suppliers would be through Electronic Fund Transfer (EFT). The EFT form which is a part of the tender document has to be filled in and submitted by the Indian bidder along with the techno-commercial offer in Cover-I. The balance 20% payment would be released along with Erection & Commissioning and other applicable charges if any, after successful commissioning of the equipment.

E] Erection / Installation and Commissioning (E&C)

a) Erection / Installation and Commissioning and due testing of the equipment as per specifications, at BHEL's works shall be the responsibility of the Supplier. Job-Prove out as specified in the technical specification is a part of the commissioning.

b) Training of BHEL personnel for a minimum period of 7 days or time for completion of one job as per ordering specification, whichever is longer, is in the scope of supplier.

c) Electric Power, Material Handling like Cranes, Consumables like cleaning clothes, oil, small hand tools etc would be provided free-of-cost by BHEL subject to availability. Where BHEL is not able to provide, it shall be the supplier's responsibility to arrange for the same.

d) Income tax, Service Tax and any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at Source, during the tenure of the Order shall be deducted by BHEL. Such taxes are presently applicable on E & C Charges / Services Charges / Technical Fees and are to be borne by and are to the account of the Supplier / Service Provider. If such taxes / duties / levies / imposts become applicable on any other component of the order the same shall be deducted by BHEL as per the rules and regulations prevailing.

e) Where ever applicable, Necessary Tax Deduction at Source (TDS) would be issued. Foreign Suppliers may check existence of any Double Taxation arrangement between the Government of India and their country.

f) Suppliers shall make their own arrangements for the stay of their Engineers / Technicians deputed to BHEL for the erection, commissioning, demonstration, training and the trial run of the equipment. Where available, BHEL would consider extending the facility of stay in their guest house, suitably.

g) The equipment would be considered as commissioned only on issue of "Commissioning / Put-to-Use Certificate" by BHEL engineers which shall be jointly signed with the supplier. This certificate would be issued only after successful installation, erection, commissioning, testing, Job-Proving and demonstration and training of BHEL personnel. It shall be the responsibility of the Supplier to ensure satisfactory commissioning, demonstration and training of BHEL personnel and getting the "Commissioning Certificate". The equipment would be deemed to be accepted by BHEL, only on the issue of the "Commissioning Certificate" and

h) The Guarantee period shall start from the "Date of the Commissioning" of the equipment.

F] Post Commissioning

a) For claiming the balance payment (IIInd Instalment – normally the balance 20%), and the Erection and Commissioning Charges, the Supplier has to submit a valid Performance Bank Guarantee (PBG). The format for the PBG is attached. The Guarantee shall be valid, covering the guarantee period. The acceptable guarantee period is 24 months from the date of commissioning (with a claim period of 2 months beyond the validity) and shall guarantee the performance of the equipment against all manufacturing defects. (Not withstanding the inspection and acceptance of the equipment by BHEL on commissioning.) The Bank Guarantee shall be for 10% of the value of the order (without the duties and taxes).

b) The Bank Guarantee (PBG) shall be released only on expiry of the claim period, provided there has been no claim by BHEL on the Supplier.

c) In the event that any essential spares are not quoted, (though the same has been asked for) and subsequently it is found that it is required, then any consequential loss due to machine failure during the first 24 months after commissioning of the machine, then the same will be recovered from the Equipment Supplier from the guarantee furnished and

d) Supplier will have to ensure deputation of their Engineers for Erection & Commissioning or for attending to any complaint during guarantee period within 15 days' of intimation. In case of delay BHEL reserves the right to get the job completed at the risk and cost of the Supplier.

G] LD Clause :

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of 10%. Delivery for purpose of L.D, will be reckoned as the date of clearance of the equipment for dispatch by BHEL, in the event of non-availability / delay in vessels. Supplier shall deduct the applicable LD from the first instalment payment when raising the claim for the same. The applicable LD if any would be communicated by BHEL along with the dispatch clearance.

H) Miscellaneous

i) Role of Agents

a) The Supplier shall furnish an authenticated copy of the Agency Agreement with his agent detailing the precise relationship between them and their mutual interest in the business so as to consider the offer of Indian Agent for indigenous portion of the supply along with techno-commercial bid. For main equipment, the offer shall be from Principal / Original Equipment Manufacturer only.

b) The Supplier shall furnish original authorization letter for the Indian Agent. The letter shall contain name, contact person, complete postal address including phone, fax and e-mail ID. It shall also spell out the type of services to be rendered by Indian Agent.

c) Indian Agent & Agency commission: An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The FOB / FCA / CFR price quoted by the foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the Offer, either as a lump-sum or as a percentage of the quoted price. This will be paid by BHEL in Indian Rupees, on satisfactory commissioning & acceptance of the equipment. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Purchase Order will be taken and

d) For all discussions, technical clarification and negotiations etc. only the principal would be authorized for interaction with BHEL. The Agent shall not be a party to the discussions / negotiations and would not be normally allowed to participate.

ii) Terms & Conditions of Letter of Credit (L/C) for overseas suppliers (indicated for acceptance).

a) Unconfirmed irrevocable Letter of Credit only will be opened by BHEL. Confirmation of L/C is not preferred by BHEL. L/C confirmation charges in case of confirmed L/C shall be to Supplier's account only.

b) Bank charges out side India are to the Supplier's account.

c) L/c for shipment would be opened on receipt of Inspection call from Supplier or 2 months prior to the scheduled date of dispatch, whichever is later. The L/c would be valid for 75 days for shipment and for 15 days thereafter for negotiation. (Or if the supplier so requires: 69 + 21 days)

d) In case of L/C extension caused by delays attributable to the Supplier, the L/C extension / commitment charges are to be borne by the Supplier.



iii) Other terms & conditions for letter of credit: - Documents for negotiation

a) Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the import Licence No and certifying goods evidencing shipment / airfreight of the merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. (The Indian agent's commission, if any, is payable in India in Indian rupees only.)

b) Certificate of Country of Origin, from the country of manufacture, issued by the Chamber of Commerce.

c) One set of Original and two sets of Non-negotiable copies of 'signed', 'unmarked', 'clean on board' Ocean Bill of Lading of a Conference Line Vessel, showing Shipper as "Government of India" Account M/s. Bharat Heavy Electrical Ltd, Unit: BHEL, Ranipet as consignee (The opening bank should not be notified as consignee), marked freight prepaid / payable at destination, (OR)

Airway Bills / Air consignment notes / House Airway Bills showing the applicant as the consignee and marked freight payable at destination, indicating flight number and date."

d) Packing list in 4 copies in English, indicating dimensions of each case / bundle / piece shipped, with weight and number of items and description of each item it contains.

e) Certified copy of the fax / e-mail sent by the beneficiary to the applicant giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order Number & date; (b) Bill of Lading Number & date / Airway Bill No & dated and Flight no & date; (c) Name of vessel; (d) Port of Loading; (e) Number of case / pieces and weight; (f) Invoice Number, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 2 working days of shipment.

f) Beneficiary's certificate showing the relevant airmail / courier reference no. and date that the following clauses have been complied with:

1] Beneficiary to forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 working days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, No. 165, Thambu Chetty Street, Chennai – 600 001. India. (Phone: +91-44-25341249, 25341240 / Fax - +91-44-25340787; e-mail: raja@rodchn.bhel.co.in)

2] Beneficiary to courier at his cost 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.

3] Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.

4] Declaration to the effect that all other documents as per purchase order has been couriered to the Purchase order releasing authority

5) The carrying steamer should be seaworthy, less than 25 years of age and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time and

6) Copy of Dispatch Clearance / Instruction issued by BHEL.

Note

i) A typical L/C is enclosed separately for reference purpose.

iv) Documents to be sent directly to the Purchaser prior to shipment

a) Manufacturer's Original Internal Inspection / Test certificate in triplicate.

b) Manufacturer's Original Guarantee certificate as per Purchase Order. The material shall be guaranteed for a period of 24 months after commissioning / putting into use.



c) Inspection / Test Certificate issued by BHEL / Inspection agency specified in the Purchase Order. In the event that Inspection prior to dispatch is not carried out by the Engineers of BHEL, the Inspection certificate of the third party so authorized by BHEL and

d) Any other documentation as specified in the Purchase Order.

v) Conditions for transportation:

a) All shipping documents shall show the Purchase Order Number & Date, Import Licence Number & Date, and Letter of Credit Number & Date.

b) Transhipment is strictly prohibited.

c) Loading on deck is not permitted. The transport document must not contain a provision that goods may be carried on deck.

d) A transport document which is produced or appearing to have been produced by reprographic, automated or computerized systems or as carbon copy will be accepted as an original document provided that it is marked as original and is ink-signed.

e) The transport document must contain all the conditions of carriage on the original document.

f) The transport document must not indicate the place of destination as being different from the port of discharge.

g) The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.

h) The transport document must be issued by the carrier or his agent and not by any freight forwarder.

i) Transport documents bearing reference by stamp or otherwise, to costs additional to the freight charges are not acceptable.

j) The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 15 days after the date of shipment / airfreight and in any case not later than the expiry date of the Credit.

k) Each case / bundle / piece should be painted with 4 " wide yellow colour strip around it for facilitating easy identification at port of discharge.

l) In case of consignments where individual items as per Purchase Order are listed in the packing list / Invoice, the price and values for each and every item should be indicated.

m) Material shall be dispatched through the agency nominated by BHEL.

n) Indian suppliers shall dispatch the equipment, freight prepaid, on door-delivery basis (FOR Destination – Destination: BHEL Stores) through any one of the approved carriers of BHEL only and

o) In the event there is a delay by the Supplier in negotiating the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent to freely release the consignment to BHEL

Note

In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorized to provide such clarifications is the Deputy Manager / Capital Purchase & P&D, Phone: 04172 – 254594, e-mail mgs@bhelrpt.co.in and Senior Purchase Officer / Capital Purchase, P&D. Phone: 04172 – 254343 mkmoorthy@bhelrpt.co.in