

Annexure - 'A'

B.H.E.L.'s TERMS AND CONDITIONS FOR FOREIGN BIDDER

		TO BE CONFIRMED BY VENDOR	REMARKS
1.0	All Bank Guarantees shall be strictly as per B.H.E.L.'s formats. No deviation will be accepted.		
2.0	The price should be quoted on (i) CFR/ CIF Mumbai basis in case of break bulk shipment, (ii) CFR/CIF Nhava Sheva Port basis in case of LCL & flat rack container shipment and (iii) CFR/CIF Mandideep basis (Port Code INMDD6) in case of full container load shipment.		
3.0	Payment through unconfirmed irrevocable letter of credit for 80% net CFR/CIF price to be established 2 months prior to shipment. LC will be valid for 3 months. Documents to be presented for negotiation within 21 days from the date of AWB / Bill of Lading.		
3.1	Balance 20% of net CFR /CIF value plus erection & commissioning charges shall be paid through Electronic Fund Transfer / LC against (a) erection & commissioning certificate issued by B.H.E.L.. E & C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators, etc., as envisaged in PO (b)submission of Performance Bank Guarantee (PBG) for 10% of total PO value by supplier in the prescribed format from one of the consortium banks of B.H.E.L.. PBG shall be valid for 30 days beyond the warranty period.		
3.2	In case of payment by LC, LC for value equal to 20% of CFR price + 100% of E & C charges will be opened 15 days prior to the scheduled and confirmed arrival of supplier's representative. This LC can be negotiated after (a) completion of E & C of the equipment in B.H.E.L. and against E & C certificate issued by B.H.E.L. and (b) submission of Performance Bank Guarantee (PBG) for 10% of total PO value by supplier in the prescribed format from one of the consortium banks of B.H.E.L.. PBG shall be valid for 30 days beyond the warranty period.		

3.3	All letter of credit charges inside India to B.H.E.L.'s account and outside India to vendor's account.		
3.4	In case of confirmed letter of credit, confirmation charges shall be borne by the vendor.		
3.5	<p>List of consortium banks of B.H.E.L. is given below:</p> <p>State Bank of India, CITI Bank N A, Deutsche Bank AG, The Hongkong and Shanghai Banking Corporation Limited, Standard Chartered Bank, Allahabad Bank, Andhra Bank, Bank of Baroda, Canara Bank, Corporation Bank, Central Bank, Indian Bank, Oriental Bank of Commerce, Punjab National Bank, Punjab and Sind Bank, State bank of Hyderabad, Syndicate Bank, State Bank of Travancore, UCO Bank, Union Bank of India, United Bank of India, Vijaya Bank, IDBI Bank Ltd., Axis Bank, The Federal Bank Ltd., HDFC Bank, Kotak Mahindra Bank, ICICI Bank Ltd., Indusind Bank, Indian Oversea Bank, J P Morgan, Yes Bank.</p>		
4.0	Bank Guarantee and loading due to non – acceptance of B.H.E.L.'s payment terms:		
	If payment terms as mentioned by B.H.E.L. are not agreed by bidder, such bidder shall have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed format for the amount, exceeding 80% of the PO value, valid till issue of E & C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO value.		
	Additionally, for deviation sought including as mentioned above, in payment terms by bidder w.r.t. tender conditions, following loading shall be done:		
	(a) Base Rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by the bidder.		

	(b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by B.H.E.L. and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.		
5.0	Contract Execution Bank Guarantee (CEBG):		
	The successful vendor shall have to furnish a contract execution bank guarantee (CEBG) for 10% of the total PO value in the prescribed format within 30 days from the date of PO, but before LC opening. CEBG shall be from one of the consortium banks of BHEL.		
	CEBG shall be kept valid until 30 days after the date of E & C certificate, which will be issued on completion of erection & commissioning of equipment which includes erection, commissioning, job proving, performance tests, training to operators etc. as prescribed in PO.		
	If the vendor fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.		
6.0	Charges of Erection & Commissioning at B.H.E.L.:		
	Erection & Commissioning (E & C) charges will include services to be rendered at B.H.E.L. like erection, commissioning, job proving, performance tests and training to operators, etc.		
	E & C value should be quoted separately by bidder.		
7.0	Prices shall remain firm till execution of the contract. The offer shall be valid for 120 days from the date of tender opening.		
7.1	Delivery period shall be counted from the date of Purchase Order.		
8.0	Time period for supply and E & C:		

8.1	Bidder should quote time period separately for supply, start of E & C from the date of receipt of E & C call from B.H.E.L. and E & C of equipment.		
8.2	Bidders should quote their earliest schedule for supply and E & C against the schedule indicated in the enquiry sheet. B.H.E.L., however, reserves the right to accept/ reject an offer on not meeting the schedule mentioned in the enquiry.		
8.3	(a) Delivery period - 10 months from date of PO		
	(b) E&C Period - 4 weeks from date of intimation from BHEL		
9.0	Penalty for delay in supply and E & C:		
9.1	Penalty for delay in 'supply' and / or 'E & C' will be applicable for the delays attributed to the vendor. Penalty will be considered separately for 'supply' and 'E & C'. The rate of penalty for delayed supply shall be @ of 0.5% of total PO value (supply + E & C) per week of delay in supply subject to a maximum of 10% of total PO value (supply + E & C).		
	The rate of penalty for delay in E & C shall be @ of 0.5% of total PO value (supply + E & C) per week of delay in E & C subject to a maximum of 10% of total PO value (supply + E & C).		
	Maximum penalty for delay in supply and E & C together shall be limited to 15% of total PO value (supply + E & C).		
	For the purpose of penalty for delay in E & C of the equipment, the duration of E & C activities will be reckoned from the date of intimation by B.H.E.L. to vendor regarding readiness of site. Total E & C period quoted by the vendor will be equal to the period indicated by the vendor to start E & C from the date of receipt of E & C call from B.H.E.L. plus the period indicated for E & C activities from the date of start of E & C at B.H.E.L..		
	Date of Bill of Lading / Air Way Bill will be considered as date of delivery for penalty purpose.		
9.2	Loading on account of non-acceptance of penalty for delay in supply and / or E & C shall be as under:		

	In case any bidder is not accepting above penalty clause, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.		
10.0	In case, shortage is noticed viz-a-viz PO scope of supply, such shortages shall be replenished by the vendor without any cost implication to B.H.E.L., i.e., custom duty & freight charges etc. up to destination for such short supplies shall be borne by the vendor.		
11.0	Any warranty replacement during warranty period shall be provided on DDP at B.H.E.L., BHOPAL Basis.		
12.0	Part shipment is not permissible.		
13.0	Machine / equipment will be inspected and proved, if required, at vendor's works prior to dispatch. However, final inspection and acceptance of machine / equipment will be after installation at B.H.E.L., BHOPAL.		
14.0	The E & C charges will be released after deduction of Income Tax as per the Govt. of India rules. TDS certificate will be issued by B.H.E.L..		
15.0	Offer may be rejected if copy of agreement between principal and Indian agent (in case offer is submitted through agent) indicating scope of work of Indian agent and agency commission payable to him is not enclosed with the technical bid.		
16.0	Vendor to declare on their Letter head break up of Import content and Indigenous content (if any) separately and Mention place of manufacturing /value addition in India.		
17.0	Copy of Un-Priced bid to be submitted with Techno-commercial bid.		
	Confirmation of Other Terms & Conditions		
18.0	Taxes	Vender to confirm	
	(a) GSTIN Certificate enclosed	Yes/No	

	(b) HSN Code, GST % on supply given	Vender to specify	
	(c) SAC, GST % on E&C given	Vender to specify	
19.0	Authorisation Letter given	Yes/No	
20.0	Contact Details of vendor's representative (Name, Contact No., E-mail id)		

Note: Except above clauses, all other clauses of 'General Terms and Conditions of Enquiry' are also applicable.