

Mentioned clauses of General Terms and Conditions are to be read as follows:

**Clause 1:**

2. Bid submission time: up to 02:00 PM of the due date of opening

3. Bid opening time: 02:30 PM on the same day.

**B.1.** Not Applicable

**B.2.** Not Applicable

**Clause 3: TERMS OF PAYMENT**

- 90 % against original invoice, original bill of lading, packing list, MICC (dispatch clearance given by BHEL), guarantee certificate, marine insurance certificate, certificate of origin by irrevocable LC (with Usance period of 60 days) which will be opened after placement of order and receipt of Bank Guarantee for 10 % of Purchase order value.

All Bank Charges to supplier's account. Bank Guarantee shall be from a schedule bank in India acceptable to BHEL.

10 % direct payment against material receipt at site against Material receipt certificate/confirmation by BHEL site.

For Evaluation purpose exchange rate ( TT selling rate of SBI) as on scheduled date of tender opening ( Part –I ) shall be considered.

**OR**

Foreign vendor may also opt for payment terms as per clause No 3 of Standard terms and conditions for Indian vendors with following documents:

Invoice

MICC issued by BHEL

Guarantee Certificate

Certificate of Origin

AWB/Bill of Lading

Material receipt confirmation from site ( To be arranged by BHEL)

**Clause 15: DEVIATION**

The bids having deviation(s) w.r.t tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.

**Annexure A to GTC (BHEL/TBG/GTC) for Foreign Vendor**  
**Enquiry No. 283G009 dtd 10.10.2013.**

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**Clause 16: ARBITRATION**

The arbitration shall be under 'The Arbitration and Conciliation act 1996'.

**Note:**

- Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.
  - Price bid to be opened only after vendor approval from customer/BHEL.
  - All remaining terms which are not mentioned here shall remain unchanged.
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- 1- Price Break up should consist of the following breakup :-
- a- FOB port of Loading.
  - b- Marine Freight from load port to discharge port i.e. any Indian port.
  - c- Marine Insurance from load port to discharge port i.e. any Indian port.
  - d- However in case of insurance by foreign vendor, beneficiary shall be BHEL only

**Marine Freight and Insurance to be quoted separately.**

***BHEL may arrange Marine Shipment or exercise option for shipment by vendor at quoted F&I rates.***

Freight & Insurance from discharge port to site – BHEL's scope. Rates will be based on BHEL's applicable rate contract for arriving at landed cost to BHEL as per clause 2 C of General terms and conditions.