

BHEL : BAP : RANIPET
PURCHASE – FGD
Commercial Terms and Conditions - For Indigenous Supply
SUCTION SCREENS (FRP GRATINGS)
FOR BANGLADESH MAITREE STPP 2 X 660 MW PROJECT
(INTERNATIONAL ORDER)
Enquiry No.3890946E Dated 05-11-2019

Sl. No.	DESCRIPTION	BHEL (PURCHASER) REQUIREMENT	Remarks
I	<u>Technical</u>		
01	SCOPE OF SUPPLY	Please confirm the Scope of Supply for " SUCTION SCREENS FRP GRATINGS as per 01. Technical specification BIFPL:MAITREE:GRATING:REV-00 DTD 20.09.2019 02. TECHNICAL DRAWING TITLE : DETAILS OF ABSORBER BAFFLE WALL (2 PAGES) ; DRAWING NO : 0-FW-000-00789 REV 00 submit the same after necessary Filling,signing & returning a copy of the same.	
02	SPECIFICATION	Please confirm Clause wise / Point wise "IN TOTO" for all specifications and submit along with offer.	
03	DATA SHEETS / DRAWINGS	Filled Data Sheets and Drawings are to be submitted along with offer. (if applicable)	
04	QUALITY ASSURANCE PLAN (QAP / QP / MQP)	Please Confirm to submit the QAP / QP / MQP as per the Customer Sample Format for review and approval by customer (M/s. BIFPCPL-MAITREE STPP 2 X 660 MW PROJECT) and or M/s. FITCHNER (Customer's Consultant) within 2 Weeks from the date of Letter of Award (LOA). Please Refer Annexure - Q and provide your acceptance.	
05	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even, If NO deviation is taken, NIL report to be submitted).	
06	PRE-QUALIFICATION REQUIREMENT (RWT90781:HPFC REV 00 DATE 12.09.2019)	Vendor should submit the Filled QR Annexure & Necessary supporting documents proof for meeting the QR.	
II	<u>Commercial Terms & Conditions</u>		
01	PRICE	Please confirm 'Firm Price' till completion of order	
02	UNPRICED BID (PART-1)	Please confirm submission of 'Un-priced bid' in the price bid format attached duly signed. Please submit the 'Price Bid' format attached by filling all information by writing 'Quoted' in the 'Rate' and 'Value' columns. (Please note that incomplete offer will not be considered for evaluation and hence quote for entire requirement).	
03	PRICED BID (PART-2)	Please confirm submission of 'Priced bid' in the price bid format attached Duly signed. Please submit the 'Price Bid' format attached by filling all information by writing the value in the 'Rate' and 'Value' columns in a separate cover. (Please note that ALL ITEMS WILL BE COMPARED ON SET BASIS & ORDER WILL BE PLACED ON A SINGLE VENDOR WHO IS THE LOWEST (L1).).	
04A	CONSIGNEE DETAILS	AGM /STORES M/s Bharat Heavy Electricals Limited Boiler Auxiliaries Plant, I.G Industrial Complex, Ranipet-632406 Tamilnadu India	
04B	NOTIFYING ADDRESS	Manager / Material Services, Regional Operation Division M/s. Bharat Electricals Limited 690, 6th Floor EVR Periyar Building Annasalai, Nandanam Chennai-600 035 Tamilnadu India	
05	MANUFACTURER'S NAME	Please furnish Full Address, Contact Person, Phone, Fax & Email etc.	
06	COUNTRY OF ORIGIN	Please indicate the Country of Origin of the Equipment	
07	PACKING & FORWARDING	Please confirm inclusion of Packing & Forwarding Charges (FOB Charges) to the nearest Public Sea Port if any in the quoted price. Stuffing Charges shall be in Vendor's account only.	

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08	CUSTOMS DUTY IN % (For Supply)	Please indicate Applicable or Not Applicable	
		If applicable, please indicate the exact percentage applicable as on the date of submission of offer and also indicate whether the same is payable extra by BHEL or not.	
		1) BHEL will provide the necessary exemption certificate from competent authorities and hence CD is not applicable. (Vendor to confirm availing of CD exemption). In order to get CD Exemption Certificate from the authority concerned by BHEL to match the delivery period, vendor has to agree to provide their Principle if any in their offer itself.	
		2) In case BHEL is not able to provide the CD Exemption certificate, CD will be paid by BHEL.	
09	DELIVERY TERM & PRICE BASIS	CFR Chennai Sea Port Basis only and Insurance in BHEL's scope.	
10	FREIGHT CHARGES FROM FOREIGN SEA PORT TO CHENNAI SEA PORT	Please confirm provision of freight charges separately in the offer from Foreign Sea Port to CHENNAI Sea Port.	
11	PORT OF SHIPMENT	Please confirm and specify the nearest public Sea Port in the Supplier's country.	
12	TRANSHIPMENT (IF ANY) NOT PREFERRED	Please note that Transshipment is not preferred by BHEL.	
13	APPROX. WEIGHT & DIMENSION OF THE CONSIGNMENT	Please indicate the consignment details clearly.	
14	ADDRESS OF THE INDIAN AGENT / REPRESENTATIVE	Please submit Agency Agreement and Mill's Letter of Authority & Please clearly indicate the Indian Agent's details	
15	AGENCY COMMISSION, IF ANY IN%	Please confirm whether the agency commission is included in the quoted price. Else, indicate the agency commission, which will be paid only in Indian Rupees calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of the contract	
16	BANKER'S NAME & ADDRESS FOR PAYMENT PURPOSE	LC will be opened through any one of the Indian Bank and advised by their Correspondent Bank in Seller Country	
17	SHIPPING	Consignment to be shipped through Containers, Stuffing Charges if any is to Supplier's Account only. Please indicate the Size & Number of Containers involved. Also confirm reefer container / ordinary container.	
18	PAYMENT TERM FOR SUPPLY	100% Direct payment through EFT within 120 days from receipt and acceptance of materials at our stores. In case LC is insisted, it shall be 100% Irrevocable Unconfirmed Letter of Credit with 120 days usance period with all charges within India to BHEL account and outside India to Supplier's account.	
		Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of the contract. Agency agreement copy shall be submitted along with Annexure-C without fail. Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.	
19	DELIVERY PERIOD FOR THE SUPPLY	Please confirm the supply completion on or before 31.12.2019 or 3 Months from the date of CAT-I Approval / Manufacturing clearance , whichever is Later. Vendor to submit all drawings/documents within 2 weeks from the date of purchase order and resubmit the drawings/documents within 1 week incorporating all the comments. In case there are delays of submission of drawings/documents beyond 2 weeks of order or 1 week of comments, that much days of delay would be reduced from delivery period. Vendor can also quote improved delivery date if any or otherwise, please clearly indicate the delivery period in weeks / months from the date of Manufacturing clearance. NOTE: Delivery period shall be reckoned till receipt of materials at site. For LD Purpose, Date of site receipt of material will only be considered.	

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20	LIQUIDATED DAMAGES (LD) - Supply Portion	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the Undelivered Portion price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price including GST & freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract.	
21	OFFER VALIDITY	Please confirm Offer Validity for a minimum period of 60 days from the date of price bid opening.	
22	INSPECTION	Please confirm for 'Inspection' of all the Items by BHEL Engineers / BHEL Authorized Engineer and Customer / Consultant Engineer either jointly or individually before the dispatch of the item at vendor works as per approved QAP. Please note that no payment will be made by BHEL towards inspection.	
23	TEST CERTIFICATE (TC)	Please confirm that required TC will be provided at 'No Extra Cost'.	
24	GUARANTEE CERTIFICATE (GC) - Supply Portion.	Please confirm furnishing of Guarantee certificate in BHEL format for 24 months from the date of supply or 18 months from the date of commissioning whichever is earlier.	
25	Contract Execution Bank Guarantee (CEBG). Ple Ref: ANNEXURE –A GENERAL TERMS & CONDITIONS (FOR GUIDANCE TO THE SUPPLIERS)Under Clause -J]	To demonstrate the fidelity of the successful bidder, in executing the Contract, on receipt of the Letter of Intent / Purchase Order, the Supplier shall arrange to provide a contract execution bank guarantee (CEBG).	
26	BANK GUARANTEE (BG) TOWARDS Supply Portion (10% OF ORDER VALUE)	BG to be submitted in the format issued by BHEL. BG for 10% of the Total PO Value. Validity of the Bank Guarantee shall be for the entire Guarantee period. Initially, it should be at least 18 months, later extended to cover the entire guarantee period, two months before its expiry.	
27	ERECTION MANUAL (INSTALLATION INSTRUCTIONS)	Please confirm for providing of 'comprehensive Erection Manual covering the entire supply which include bought-outs' 6 sets in Hard copy & one CD form.	
28	O & M MANUAL	Please confirm for providing of 'comprehensive O&M Manual covering the entire System' 6 sets in Hard copy & one CD form.	
29	REVERSE AUCTION	Please see the Clause in the main enquiry regarding Reverse Auction (RA). RA will be conducted through our Service Provider. Vendor to confirm acceptance.	
30	REVERSE AUCTION	Please note that in case BHEL decides not to conduct RA, the sealed price bids along with the impact price bids arising out of techno-commercial discussions already available with BHEL only will be opened. Please note that no impact price due to non-conductance of RA will be accepted. Vendor to confirm acceptance.	

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31	RISK PURCHASE CLAUSE (CLAUSE No. 6 of General Terms and Conditions for Indigenous offer)	BHEL's Standard Risk Purchase clause will be applicable. Please confirm.	
32	ZERO DATE (CONTRACT EFFECTIVE DATE)	Contract Effective date starts from Manufacturing Clearance subject to Documents submission clause. Please confirm for 'Date of Manufacturing Clearance'.	
33	Loading Criteria	Please note that no Commercial deviation is acceptable to BHEL. In case any deviation is taken in any of the commercial terms such as PAYMENT TERMS, LD, PBG, etc., where in we have specified the days, percentages etc., then loading will be done to the extent of the short fall with respect to the upper Limit specified for evaluation. In repect of LD offers which do not accept for LD Clause would be summerly rejected - Please Confirm.	
34	NEGOTIATION	In the event of negotiation if any, please confirm participation only by supplier's representative and not by their Agent which include indian Agent in the case of Foreign Offer.	
35	OTHER DOCUMENTS FOR APPROVAL (BBU)	In the event of order vendor should confirm the submission of BBU for the complete system supply with break up for each line item as well as quantities with value.	NOT APPLICABLE.
36	PLEASE PROVIDE THE STATUTORY DETAILS (Submit a copy of PAN, if not submitted already)	GST Regn. Number	
		HSN NO.: HARMONIZED SYSTEM OF NOMENCLATURE UNDER GST FOR THE OFFERED ITEM	
		PAN No. :	
37	CONTACT PERSON'S ON TECHNICAL DETAILS FOR CORRESPONDENCE	Name:	
		Designation:	
		Phone No.:	
		Mobile No.:	
		Fax No.:	
		E-mail ID:	
38	CONTACT PERSON'S ON COMMERCIAL DETAILS FOR CORRESPONDENCE	Name:	
		Designation:	
		Phone No.:	
		Mobile No.:	
		Fax No.:	
		E-mail ID:	
39	BHEL will not take cognizance of commercial terms mentioned by the bidder any where else. Commercial terms and conditions indicated in this Annexure - A will only be applicable and binding.	Acceptance Required	
Signature, Seal & Date of offerer on all the pages.			