

TERMS AND CONDITIONS OF TENDER ENQUIRY NO B/4066/3/0932V/2
IGNITION GAS CYLINDER HEATING SYSTEM
For Foreign Vendors

Offer must be sent in two separate sealed envelopes containing Commercial offer in one envelope marked “**COMMERCIAL BID**” and prices in second envelope marked “**PRICED-BID**”. Both the envelopes must be contained in the main envelope. Tender name and due date has necessarily to be marked on all the envelopes.

You are requested to kindly confirm the following commercial terms and condition. Duly signed and stamped copy of this is to be submitted by you along with your offer.

These terms and conditions supersede the same or similar terms and conditions if they are appearing elsewhere in the Enquiry.

Sl. No	Terms	Description	Your confirmation
1.	Evaluation Criteria	Evaluation is proposed to be done on Total Landed Cost to BHEL basis up to Mumbai godown considering all items of enquiry together.	
		Evaluation will be done based on exchange rate (TT Selling rate of SBI) as on scheduled date of tender opening (Part-1 bid opening date).	
2.	Project Name	Please note that item is required for Marib-1,2,3&4 export projects.	
3.	Validity	Confirm that your offer shall be valid till for 120 days from the date of tender opening. BHEL will reserve the right to reject any or all quotations, quoting validity less than 120 days.	
4.	Basis of Quotation	Confirm that Prices have been quoted on CFR / C&F Hodaidah Port (Yemen) basis. It should be noted that BHEL reserves the right to reject the offers in case the prices are not quoted on CFR basis.	
		Please Inform Name of your FOB port.	
5.	Transit Insurance	The Transit Insurance will be arranged by vendor. Pl. send your offer keeping this in view.	
6.	Packing	Kindly confirm that you have gone through the enclosed Shipping & Packing Instructions for Marib Project (Annexure-B) and that the same shall be complied with at the time of dispatch/in the event of ordering. Deviations (if any should be specifically brought out at the time of submission of offer). Please submit a signed and stamped copy of this Annexure-B, confirming your acceptance to these instructions, along with your offer.	
7.	Delivery	Please note that material is required as per the deliveries mentioned in lot date of enquiry. Please quote your deliveries accordingly in no of months from the date of PO considering below mentioned clause of document approval and time required by BHEL for issue of Material dispatch clearance (MDCC).	
		BHEL will review your quoted delivery before opening of price bid according to our site conditions / progress at that time, in case your quoted delivery does not suit to our site condition / progress then your offer shall not be considered and your price bid shall not be opened. However, BHEL will give you an opportunity to confirm the delivery requirement of BHEL before opening of price bid. Please confirm.	

8.	Engineering Document Approval	<p>In case of order, you are required to submit Purchase order specific technical documents (i.e. drawings / data sheets / PID / Detailed Quality plan as called for in specification) within 30 days of placement of purchase order, to BHEL, for BHEL approval.</p> <p>BHEL will provide approval of the same within 30 days of receipt of documents. In case of delay on account of BHEL delivery shall be re-scheduled accordingly. Delay due to late submission shall be to your account.</p>	
9.	Reverse Auction (E-bidding)	<p>BHEL reserves the right to go for RA (Reverse auction) instead of opening of your submitted sealed bids.</p> <p>Please give your acceptance for reverse auction. BHEL will have the option to reject the offer / offers of the bidders who do not confirm their acceptance for Reverse auction. Detailed procedure and terms & conditions of Reverse auction are enclosed with enquiry as Annexure-D.</p>	
10	Penalty	<p>Penalty for late delivery w.r.t to contractual delivery shall be applicable at the rate of ½% (half percent) per week of part thereof subject to a maximum of 10% of the value of unexecuted portion of the order. Date of B/L (Bill of lading) shall be considered as actual delivery date of material.</p>	
		<p>Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent to which penalty is not agreed.</p>	
11	Payment Terms	<p><u>Material Portion:</u></p> <p>90% Payment against unconfirmed and irrevocable Letter of Credit along with PBG (Performance Bank Guarantee) for 10% of the order value and balance 10% after receipt of successful commissioning certificate from Project Site or after expiry of guarantee period whichever is earlier. This 10% payment would be made against submission of documents (invoice, commissioning certificate etc.) through bank or Direct to BHEL.</p> <p>PBG should be valid for entire Guarantee/ Warranty period. PBG would be submitted before the negotiation of documents. The PBG acceptance/receipt certificate will form part of negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks. List of BHEL consortium Bank is attached.</p> <p>Please confirm that all LC or Bank charges shall be on either side i.e. LC opening charges in India shall be BHEL's account and LC negotiation charges shall be vendor's account.</p> <p><u>Supervision of Erection & Commissioning:</u></p> <p>100% against submission of successful commissioning certificate from Project Site and invoice thru Bank / direct to BHEL.</p> <p>Please note that in case of any deviation in the payment terms BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice / policy.</p> <p>Negotiable documents for payment through LC are as under Please confirm your acceptance:</p> <ol style="list-style-type: none"> 1) 2 of 3 Original Bill of lading 2) Original certificate of origin endorsed by economic chamber of commerce of originating country. 3) Original Guarantee certificate. 4) Original invoice 5) Original packing list 6) Original inspection certificate and release note by BHEL's approved Inspection agency. 7) Copy of Material clearance certificate issued by BHEL 8) 1 of 3 Original Bill of lading along with other Non-negotiable documents to be sent by you to us immediately after shipment. 	

12	MDCC Clause	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TC) and inspection report (IR) of third party in two hard copies to us. BHEL will issue MDCC within 7 days of receipt TCs & IR in hard copy, if these are complete w.r.t. approved quality plan and comply with approved technical documents. In case of any delay on account of BHEL delivery shall be re-scheduled accordingly.	
13	Quality Requirements	<p>Please furnish your quality plan in enclosed quality plan format for BHEL and Customer approval.</p> <p>Inspection shall be by BHEL approved third party inspection agencies (viz M/s Lloyds Register, M/s TUV or M/s BVIS) and customer as per customer approved quality plan to be submitted by you along with offer.</p> <p>Please confirm your acceptance to furnish "Factory Inspection Certificate" in enclosed format, along with detailed test certificates as per finally agreed quality plan, before dispatch of material.</p> <p>Please quote your prices inclusive of third party Inspection by any of BHEL approved third inspection agencies (viz M/s Lloyds Register, M/s TUV or M/s BVIS). Scope of inspection for third party inspection agency shall be as under:</p> <ol style="list-style-type: none"> 1. Review of: <ol style="list-style-type: none"> i. All type tests 2. Witnessing of: <ol style="list-style-type: none"> i. All routine/acceptance tests including Sea-Worthy packing. <p>Please submit your quality plan along with offer considering above scope of supply and confirm for above scope of third party inspection agency.</p> <p>Please to submit Factory Inspection Certificate in enclosed format along with test certificates.</p> <p>Inspection charges for third party inspection shall be to your account.</p> <p>Please confirm that your quotation for individual item includes inspection charges by any of BHEL approved inspection agencies viz M/s Lloyds Register, M/s TUV or M/s BVIS. In case nothing mentioned in offer regarding third party inspection charges, the same will deemed to be included in quoted prices.</p>	
14	Supervision of Erection & Commissioning	<p>Please note that your competent representative is required for Supervision of erection & commissioning of the equipment at our project site.</p> <p>Please confirm to quote your per unit charges for Supervision of Erection & Commissioning under following heads:</p> <ol style="list-style-type: none"> a. Supervision Charges per day including local conveyance, boarding & lodging charges. b. To & from travelling charges per visit. <p>Please note that for evaluation purpose charges for (1 set/unit) 30 days & 2 visits shall be considered, however, in case of PO payment will be made on actual no of days & visits. Please note that these charges will also be considered for evaluation</p> <p>Payment of supervision shall be against submission of successful commissioning certificate, time sheet duly signed by BHEL site and your invoice thru Bank / direct to BHEL.</p> <p>Please note that BHEL will deduct tax from your bill of supervision at the time of payment of supervision and furnish Tax Deduction at Source (TDS) Certificate. The rate of tax will be 10 % if you have PAN (permanent Account no) no. in India else rate of tax will be 20%. You should generally be able to get credit for TDS from the tax authorities in your country based on the certificate provided by BHEL (TDS certificate), if there is a Double-Taxation Avoidance Treaty with India.</p> <p>Please inform whether TDS is included in the quoted prices of supervision or else</p> <p>Please inform your PAN No if available.</p>	

		Please inform whether service tax is included in the quoted prices of supervision or extra.	
15	Guarantee	<p>Guarantee period will be as per specification GT 57002. Equipment shall be guaranteed for a period of 36 months from the date of supply or 18 months from the date of commissioning at site, whichever is earlier. Please confirm.</p> <p>If any defect, default or deficiency transpires therein, the bidder shall remedy or complete same within one week from being notified thereof, otherwise BHEL may carry out same at expense and responsibility of the bidder and may deduct the expense incurred in this respect from the deposit with him, without prejudice to the right of BHEL to compensation. Please confirm.</p> <p>Supplier shall be responsible for free replacement of defective equipment / material at our site without any additional cost to BHEL.</p>	
16	Arbitration	In the event of any dispute or difference arising between the parties regarding order execution of same or their respective rights and liabilities thereunder, the same shall except otherwise expressly provided therein, be referred to the arbitration of two arbitrators, one to be appointed by each party; or in the case of the said arbitrators not agreeing then an umpire to be appointed by the two arbitrators in writing before entering on that reference and provisions of the arbitration and conciliation Act 1996 or any statutory notification, or re-enactment therefore and rules framed thereunder from time to time shall apply to such arbitrations. If two arbitrators do not agree on the appointment of umpire, it (the nomination of the umpire shall be done by the International Chamber of Commerce. Paris (France). The decision of arbitrators, or in case of their not agreeing, that of the said umpire shall be binding both on seller and purchaser. The venue of the arbitration shall invariably be New Delhi (India). Please note that deviation in arbitration clause shall not acceptable.	
17	Risk Purchase	In case of delays in supplies/defective supplies or non fulfillment of any other terms and conditions given in purchase order BHEL may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere/alternative source at the risk and cost of the supplier. Please give your acceptance. Please note that deviation in Risk purchase clause shall not acceptable.	
18	Ink Signed Acceptance	Ink signed order acceptance shall be furnished within 15 days of order placement. In case order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.	
19	Deviations	Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
20	Submission of Offer	All envelopes to be marked with whether "Priced Bid" (Part – 2) or "Un-Priced Bid Cum Techno-Commercial Bid" (Part – 1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
21	Firm and Fixed Prices	<p>Confirm that prices are firm and fixed till execution of contract.</p> <p>Please note that no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.</p>	
22	Right of Acceptance	BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Supplier should be prepared to accept order for reduced quantity without any extra charges. Supplier should also be prepared for giving	

		discount in case of Increase in quantity.	
23	Origin of quotation	Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same. Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.	
24	Bank Guarantee	Kindly confirm your acceptance to submit PBG (performance bank guarantee) for 10% of the order value. PBG would be submitted before negotiation of the documents through bank. The PBG acceptance / receipt certificate will be a part of the negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks and should be valid till entire Guarantee Period. For name of BHEL consortium bank please visit www.bhelhwr.co.in	
25	O&M Manuals	O&M manuals & CD-ROMs are required as per specification GT57002. (20 Hard Copies+3 CD-ROMs) of O&M manuals shall be submitted for approval. All these manuals shall be prepared in such a way that purchase/owner can carry out these activities without presence of supplier.	
26	BHEL Registration	Please note that you are not BHEL registered vendor. In case you are not registered with BHEL before opening of price bid of this tender then your offer will not be considered and your price bid will not be opened.	
27	General Terms	Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1). Please note that in unlikely event of delay in dispatches (for reasons attributed to either side) your invoices would be processed after suitable deduction as per PO clause. Any issue/ dispute regarding deduction of penalty for LD can be settled later on. This would help in earlier processing of invoice.	

Signature of supplier with seal