

GENERAL TERMS & CONDITIONS

1. Purchase Order Acknowledgement must reach the concerned Officer of MM Deptt., BHEL, Jhansi within 2 weeks of issue of PO. Failure to do so within stipulated period will be deemed to mean that the order has been accepted by the supplier.

2. **Marking:**

All the items are to be identified by marking 'BHEL PO No., BHEL WO No., Main Drawing No., Main Drawing Item/Variant No., supplier identification with black paint in **bold letters** at clearly visible location.

3. **CONSIGNEE:**

Unless otherwise mentioned, all goods shall be consigned as noted below:

In charge(CRX)
Central Receiving Section,
Factory Main Stores,
Bharat Heavy Electricals Ltd.,
JHANSI - 284120

4. **DOCUMENTATION:**

The supplier shall forward 3 sets of the documents as detailed below:

- (a) First set to the concerned Purchase Executive, BHEL, Jhansi comprising:
- (i) Signed Invoice - 1 Original +1 Copy
 - (ii) PVC calculation sheet with Joint Plant Committee - 1 Original +1 Copy
(JPC) price list
 - (iii) Challan / Despatch Advice Note - 1 Copy
 - (iii) Guarantee Certificate - 1 Original + 2 Copies
 - (iv) Test Certificate - 1 Original + 2 Copies
 - (v) Excise Duty Gate Pass(Extra Copy) - 1 Original + 1 Copy
 - (vi) Lorry receipt (LR) (Extra Copy) - 1 Copy
- (b) Second set to Incharge, Central Receiving Section stores BHEL, Jhansi comprising:
- (i) Signed Invoice - 2 Copies
 - (ii) PVC calculation sheet with Joint Plant Committee - 2 Copies
(JPC) price list
 - (iii) Challan/Despatch Advice Note - 1 Original + 1 Copy
 - (iv) Excise Gate Pass - 1 Original + 1 Copy
(Duplicate for transporter originally signed)-
(Please note that carbon copy for duplicate for transporter copy of Excise gate pass is not acceptable, only original of same is required)
 - (v) Lorry Receipt (LR) - 1 Original+ 1 Copy
(Original for Buyer)

Annexure - V

(c) Third set to Manager(Finance), Supply Bills Section , BHEL, Jhansi comprising:

- | | | | |
|-------|--|---|---------------------|
| (i) | Signed Invoice | - | 1 Original + 1 Copy |
| (ii) | PVC calculation sheet with Joint Plant Committee (JPC) price list | - | 1 Original + 1 Copy |
| (iii) | Challan/Despatch Advice Note | - | 1 Copy |
| (iv) | Excise Duty Gate Pass (Original for Buyer) | - | 1 Copy |
| (v) | Lorry receipt (LR) (Duplicate) | - | 1 Original + 1 Copy |

4. **GUARANTEE:**

All goods shall be free from any defects due to faulty material and workmanship and it will be guaranteed for a period of 18 months from the date of commissioning of the goods at customer's site or 24 months from the date of despatch whichever is earlier. However, for any "LATENT DEFECTS" supplier will be responsible even after 24 months, if failure occurs due to the same.

5. **REJECTIONS:**

If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier:-

(a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.

(b) Allow the supplier to make free replacement within a specified period, rejected goods can be lifted by the supplier thereafter.

OR

Allow the supplier to refund the full amount paid to him by BHEL by a Demand Draft before lifting the rejected goods. Fresh replacement shall be regularized as per terms & conditions of the original purchase order.

OR

Take alternative procurement action from elsewhere and recover the difference in cost, if any incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on purchase.

(c) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier.

Supplier shall indemnify BHEL against the following:

(a) Any claim or infringement of letters, patent or registered design by the use of any article or material supplied to BHEL and against all cost and damages which may incur, any action for such infringement or for which BHEL become liable in any such action.

(b) All claims for injury or damage caused by the supplier's negligence or the negligence of supplier's employees or arising from any defect in the goods supplied or on the work carried out by the supplier.

Annexure - V

- (c) All claims for injury to the supplier's employees or agents employees whilst on BHEL's premises.

6. **SUB-CONTRACT:**

The purchase order or any part thereof must not be sub-contracted by supplier without BHEL's written consent.

7. **PENALTY:**

If the material is not supplied within stipulated time, BHEL shall be within their right free to cancel the contract and purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting supplier to make good loss suffered by BHEL. The above option shall be executed at the discretion of BHEL.

Failure to effect supply by the time specified in the order or period of extension granted in writing by BHEL will make the supplier liable to pay unconditional penalty of ½ % (half percent) of the price of goods in arrears per week or part thereof subject to maximum of 10% (ten percent) of the order value. For this purpose, the delivery completion shall be reckoned with date of FOR BHEL Jhansi receipt date.

8. **ADJUSTMENT OF RECOVERY OF AMOUNT PAYABLE BY THE SUPPLIER:**

Any amount payable by the consignor / supplier under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the consignor/supplier under any other order/works contract awarded to him. This is without prejudice to any other action as may be deemed fit by BHEL.

9. Terms & conditions pre-printed on the reverse of our Tender Enquiry shall also be applicable.

Signature of Supplier :
Name :
Designation :
Seal