



MM Form-5534
Rev-01

BHARAT HEAVY ELECTRICALS LIMITED, UNIT : BHOPAL
MATERIALS MANAGEMENT DEPARTMENT
TERMS AND CONDITIONS OF FOREIGN ENQUIRY



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1. Sealed Quotation in duplicate are invited for the items mentioned in the Enquiry. Quotation should be typed and free from over writing/erasures. Correction or addition must be attested.
2. Each quotation should be sent in a double cover. Both covers should be sealed and superscribed with Enquiry No. E..... due on date..... and the address of the office. Quotation against each Enquiry should be sent in separate set of covers to avoid confusion.
3. The quotation should reach this office on or before 11.00 AM and on or before the due date. It will be opened after 2.00 PM on the due date.
4. Sample must be submitted as specified so as to reach us on or before the due date of tender opening.
5. Bharat Heavy Electricals Ltd., reserve the right to reject the full or part of the quotation without assigning any reason thereof.
6. The prices given in the quotation should be nett FOB, port of shipment. It should not include any element of Insurance & Freight.
7. Agency Commission, if any, will be paid out of the FOB value after receipt and acceptance of material on inspection, in Indian Rupees on submission of invoice. Exchange rate considered for calculation will be the rate prevailing on the tender opening date or the letter of intent date or date of purchase order, whichever is the lowest.
8. The quotation should be on a firm price basis and should be valid for acceptance for a period of 4 months from the due date of quotation.
9. The offer must give the name of manufacturer/mill & country of origin of the material.
10. The quotation and other details must be in English. The offer should be in the currency of the country of origin or in Indian Rupees unless otherwise specified in the tender document.
11. The material offered should be strictly conforming to our specification/drawing and any deviation of the material offered must be clearly brought out in the quotation.
12. The rates should be inclusive of packing suitably in all respects considering the peculiarity of this material for normal transport by sea to India and subsequently by Rail/Road to site in BHEL, Bhopal/ India suitably protected against the effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.
13. The normal terms of payment are by establishing irrevocable letter of credit. However, same will be in line with the terms and conditions of import licence against which the material will be imported.
14. Failure to despatch the material in time as per the terms of delivery quoted in our order would make the supplier liable to an unconditional penalty of half percent of the price of the goods in arrears per week at BHEL's discretion, subject to a maximum of 10% of the order value.
15. Enhancement of rates, for whatever causes will not be allowed once the quotation is accepted and the order is placed.
16. Quotation must indicate clearly the delivery schedule from the date of placement of LOI/Order.
17. 6 sets of document & (3 original and 3 non-negotiable), consisting of Invoices, Challan, Guarantee Certificate, Test Certificate etc. will be required to be furnished as per details in Purchase Order.
18. All the goods shall be subject to inspection by BHEL or its authorised representatives at supplier's works or at BHEL stores or at any place in India indicated by BHEL as the case may be. The supplier will not charge for the facilities provided for inspection of goods.
19. All Drawings and Patterns supplied/paid for by BHEL will remain BHEL's property and shall be returned to BHEL as and when demanded by BHEL.
20. The contract shall be governed by the laws of India,
21. Any dispute, arising out of this, shall be referred to the Sole Arbitration of Executive Director/General Manager (Incharge)/General Manager, BHEL Bhopal or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bhopal.
22. All suits/claims in respect of this shall be in the Courts of Bhopal only.