



Bharat Heavy Electricals Limited, Jhansi

(A Govt. of India Undertaking)

Import Purchase Order General Terms & Condition

Import Purchase Order (PO) is subject to the conditions given in the tender against which this PO is placed and the general terms & conditions given hereunder, unless otherwise specified and directed.

1. DOCUMENTATION:

1.1 NON-NEGOTIABLE SET comprises of following.

- a) Copy of Non-negotiable Bill of lading/HAWB with a mention of AWB Number:
- b) Four copies of signed commercial invoice with split-up value of each item of PO.
- c) Four copies of Advice Note/Packing List in English giving each item and quantity.
- d) Four copies of Certificate of Origin.
- e) Four copies of inspection/Material Test/Composition Certificate.
- f) Catalogue/drawings for components including casting/forgings and finished goods and Composition Certificate for ferrous/non-ferrous metals. Insulating & other raw materials, casting & forgings and other metallic components.
- g) Phytosanitary certificate in duplicate

1.1.1 Supplier shall send advance set directly to the following within three days of obtaining B/L/HAWB through COURIER service

(I) Dy General Manager (MS) ROD Bharat Heavy Electricals Ltd. World Trade Centre Centre-1 14th Flr Cuffe Parade PB No 6130 MUMBAI 400 005 INDIA Fax: 022-2187850/2180748 CABLE: BHELMAN	(II) Additional General Manager (MM) Bharat Heavy Electricals Ltd. P.O. BHEL JHANSI- 284129, INDIA CABEL: BHARATELEC. JHANSI Fax :(091) 0510-444366
	(III) Insurance Co. as per PO remarks

1.1.2 Supplier shall Fax B/L/HAWB details of Materials, Quantity and consignment value of agencies at point 1.1.1 above

1. NEGOTIABLE SET & PAYMENT TERMS: 100% net FOB/FCA value of order (excluding Indian agency commission) would be paid by establishing an irrevocable letter of credit in favor of the manufacturer through our bankers State Bank of India BHEL Jhansi India On presentation of the Negotiable Set comprising of the following documents:

a. Bill of lading (Original)	3 copies	b. Invoice (signed)	6 copies
c. Packing List/Shipping Specification	6 copies	d. Certificate of Origin	6 copies
e. Works Test/Inspection Certificate	6 copies	f. Phytosanitary Certificate	2 copies

1.3 INSTRUCTIONS FOR DOCUMENTS:

- I. Clean Bill of Landing/HAWB in triplicate to be drawn as below:

REGD. OFFICE: BHEL HOUSE, SIRI FORT, NEW DELHI - 110049

- II. Shipping Govt. of India/Consignee: As per L/C & P.O. Terms
- III. B/L to be drawn on FOB basis and freight to pay.
- IV. In case of HAWB always a mention shall be made of MAWB Number.
- V. Signed invoice shall indicate value of all items supplied. If item is supplied in sets, the quantity & value of pieces making each set shall be indicated. Split-up values is a must together with consolidated value. Also items being supplied shall be linked up with the purchase order item numbers.
- VI. In case of free supply, supplier shall intimate if the supply is against short shipment or replacements, give earlier shipment details and forward documents as per Para 1.1 & 1.2 above invoice shall indicate value of material.
- VII. Packing Lists shall include package wise details and each item shall be clearly identified with its respective packing list.
- VIII. Any demurrage/wharfage paid at the ports because of delayed/discrepancy in above documents shall be to the account of supplier or their Indian representative.
- IX. viii) For correspondence and documentation. LANGUAGE SHALL BE ENGLISH.

2. CASE MARKINGS: Following shall be clearly marked on each case:

- I. Shipper Govt. of India
- II. Consignee BHEL Jhansi via MUMBAI (INDIA)
- III. BHEL Order No.
- IV. Port of entry
- V. Post of Destination MUMBAI
- VI. Gross Weight Kgs
- VII. Net Weight Kgs
- VIII. Brief Description
- IX. Dimension in cms
- X. Supplier
- XI. Import License No.

3. PACKING: Material shall be suitable packed in all respects for normal transport by Sea/Air (as the case may be) to India and subsequently by Rail/Road to Inland destination in India and shall be protected against effects of tropical sail laden climate. Timber used in packing shall be free from bark, insects and fungi. Special packing shall be provided wherever required in addition to above

REGD. OFFICE: BHEL HOUSE, SIRI FORT, NEW DELHI - 110049

Damage to the consignment on account of poor/inferior packing shall be to the account of supplier or their representative.

3.1 INSTRUCTION FOR PACKING:

- i) A broad red band about 4" wide shall be painted all around the case just below the top for identification of BHEL package at the Docks.
- ii) All marking for safety handling storage and protection etc. shall be clearly marked on the cases as per international practice.
- iii) Hazardous materials shall be packed with special care for all safety precautions.
- iv) Proper care shall be taken to ensure correct case marking and packing in accordance with the details in advice Note/Packing List Any delay in clearance because of wrong case marking will be to the account of the supplier or their Indian representative Similarly for any reasons whatsoever discrepancies prejudicing our claim with underwriters/carriers with consequential losses shall also be to supplier's account.

4. MODE OF DESPATCH:

4.1 BY SEA: depending on the shipping country following conditions shall apply:

- a) **From JAPAN:** Shipping arrangements shall be made by Secretary, shipping Co-ordination Committee. Ministry of Transport New Delhi Indian (Cable) TRANSCART New Delhi, Telex: VAHAN ND 2312, 2448, 3104) through First Secretary (Commercial) Embassy of India, Tokyo, Japan.
- b) **From USA:** Shipment shall be arranged per India flag Vessel through M/S OPT Overseas Project Transport Inc. A Thyseen Haniel Logistic Co., 46, Sellers Street Kearny, New Jersey 07032 USA (Telex 6733586, Fax: (201) 996-7833, Phone: 201) 998-7771)
- c) **From other than USA & JAPAN** Shipment shall be arranged per India flag Vessel through M/s schenker & Co. GmbH PO Box 110320, 2000. HAMBURG 11, West Germany (Cable: SCHENKERCO HAMBURG Telex: 217004-303) Their agents in UK are M/s Schenkers Ltd. Royal London House, 13 Finsbury Square London EC2, Or else a certificate shall be obtained from them to the effect that the shipment has been arranged in accordance with the instructions or the Ministry of Transport, New Delhi India.

4.1.1 INSTRUCTIONS FOR DESPATCH:

- I. **Dispatch per Post parcel is strictly prohibited.**
- II. Four weeks' notice shall be given to Shipping Agents about readiness of cargo for finalizing the shipping arrangements.
- III. Material shall be shipped on board on FOB basis, inland freight packing forwarding etc. Shall be borne by the supplier.
- IV. Material shall be included in container if full load available for booking a container exclusively for BHEL otherwise this service shall not be used.

4.2 BY AIR: Material shall be air freighted through our authorized air consolidation agents only Details shall be as per purchase order and L/C.

5. INSURANCE: Marine insurance shall be arranged by us at our cost against open Marine Cover obtained from insurance Co. and advance set of documents shall be airmailed directly to them, by you on address as per PO.

6. INSPECTION: All goods received are subjects to inspection at our works. Rejected goods shall be returned to supplier at his cost including freight Custom duty if involved second time shall be to the supplier's account inspection at your works shall not absolve you from your responsibility of providing acceptable products nor shall it preclude the subsequent rejections.

7. GUARANTEE: manufacturer shall submit works test certificates guaranteeing that the material conforms strictly to the specifications for general & special conditions as laid down in the purchase order.

8. PENALTY: Failure to dispatch in time as per the terms of delivery mentioned in our purchase order would render the supplier liable for an unconditional penalty of 0.5% of value of the goods offered in arrears per week at the discretion of the purchase subject to a maximum of 10%.

9. RISK PURCHASE: If the material is not supplied within stipulated time. BHEL shall be within their right to cancel the contract and purchase material from any other source at the risk and cost of the supplier in such an event be shall it obligatory on defaulting supplier to make good any loss suffered by BHEL.

10. DEFICIENCIES & DEFECTIVE GOODS: should any deficiency or defect be noticed in the goods, same may be replaced by the supplier without any extra charge under NO CHARGE INVOICE. Any complaint with regard to the material shall be notified to the supplier, who shall replace the same promptly.

11. AGENCY COMMISSION: Agency commission as per purchase order conditions shall be paid to the supplier's authorized Indian agent in Rupees at exchange rate prevailing on the date of order after receipt & acceptance of goods.

12. JURISDICTION: Legal suits or any matter arising out of this PO shall be settled in Jhansi Courts.

AGM (MM), BHEL, Jhansi, India.

Additional PO distribution:

REGD. OFFICE: BHEL HOUSE, SIRI FORT, NEW DELHI - 110049

- i) Dy. General Manager (MS)/ROD
Bharat Heavy Electricals Ltd,
World Trade Centre -1, 14th Floor
Cuffe Parade, Colaba PB No. 6130
MUMBAI -400 005 INDIA
- ii) 3 Copies to
. The Secretary,
Shipping Co-ordination Committee,
Ministry of Transport,
NEW DELHI-110 001 INDIA
- iii) M/s Schenker & Co. Gmbh
PO Box 110320
2000 Hamburg 11
WEST GERMANY
- iv) M/s OPT Overseas Project Transport Inc.
A Thyseen Haniel Logistic Co.
46 Sellers Street, Kearny
NEW JERSY 07032, USA
- v) Air Consolidation Agent, for Air dispatches.

***** END *****