



BHARAT HEAVY ELECTRICALS LTD.  
(A GOVT. OF INDIA UNDERTAKING)  
P.O BHEL Jhansi - 284129, INDIA  
Tel.:0510-277001/2412260 Fax: 2412120  
Email : mmx@bheljhs.co.in

## PURCHASE ENQUIRY

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### TERMS & CONDITIONS FOR PURCHASE ENQUIRY

1. Offer must be submitted in a sealed cover. The cover should bear our enquiry number, due date of opening and name of her bidder.
2. When offer is invited in two bids, outer cover, inner cover-I (Techno Commercial bid) and inner cover -II (Price-Bid) must bear our tender no., due date and bidders name.
3. The offer should reach this office on or before 13:15 hrs. on the due date. The tender can also be dropped in the Tender Box kept at Administrative Building Gate. The tenders will be opened after 14:00 hrs. on the due date in presence of all bidders who will be present.
4. Offer should be free from overwriting or erasures. Corrections or additions, if any should be attested.
5. No enhancement of rate for whatever cause is allowed once the offer is accepted and the order is placed. Withdrawal from the quotation after it is accepted or failure to make the supply within the schedule period will entail cancellation of order, forfeiture of earnest money if any and/or imposition of risk & cost purchase.
6. Material offered should be of required quality and conforming strictly to our specification/drawings or to the specifications in the drawings. Any deviation must be clearly stated in the offer with particular clause/detail in our specification/drawing for which deviation is quoted. All required documents/details e.g. QA Plan, type TCs, drawings and date sheet etc. must be submitted alongwith the offer.
7. Irrespective of whether it is mentioned in our specification, all machines/equipments are required to be calibrated in metric units and certificates "must be issued where applicable".
8. Work test certificates/Inspection certificates/guarantee certificate/compliance certificate, etc. will be required to be submitted along with supplies in case an order, is placed.
9. In case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply where applicable.
10. Sample must be submitted where specified so as to reach us on or before the due date of tender.
11. Required lead time for affecting supplies alongwith available capacity should be indicated in the offer.
12. Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week subject to a maximum of 10% of the order value unless agreed otherwise.
13. The quantities for each item to be purchased may vary from the tendered quantity according to our actual requirement at the time of placing orders.
14. PAYMENT TERMS:
  - i) Our standard terms of payment is 100% payment after 60 days of acceptance of material at our works. In no case, interest for over due period will be borne by BHEL. Advance or LC payment terms shall generally not be considered and offers received with other than our standard terms of payment can be bypassed (except SIDBI discounting facility will be accepted for suppliers to whom this facility has been granted).
  - ii) The bidders who are covered under MSME Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. MSE suppliers can avail intended benefit only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II) or a valid NSIC certificate or EM II certificate along with



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attested copy of a CA certificate (Format enclosed at Annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if deficiency in the above required documents are not submitted before price bid opening. If tender has to be submitted through e-procurement portal then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a gazette officer.

15. Bharat Heavy Electricals Ltd. Does not bind itself to accept the lowest of any tender, but reserves to itself the right to accept or reject all or a part of any tender at its discretion following BHEL Purchase Policy & government guidelines.

16. In all cases of disputes, the matter shall be referred for arbitration. The arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd., Jhansi or any other officer nominated by him. The award of arvitratore shall be final and binding on both the parties.

17. In case of any suit or other legal proceedings under or relating to this tender, the courts at Jhansi shall have full, jurisdiction.

18. Total delivered cost at BHEL Jhansi Railway siding/Works shall be the criterion for deciding the tender.

19. Unless otherwise specified, offer should be on ex-works basis with freight & insurance to be borne by BHEL.

20. Your quotation against this enquiry must be valid for ordering upto minimum of 90 days from the date of tender opening.

21. The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. Likewise, the offers of those bidder(s) will not be considered if the business dealings have been suspended ( under hold / delisting) by BHEL , Jhansi with the bidder(s) during the given period.

### 22. ADDITIONAL FOR INDIAN SUPPLIERS:

i) If any material is booked to selves or if it is not consigned to BHEL Jhansi, any warfage or demurrage occurring from these shall be to the account of supplier. In case of road transport, material shall be booked only through our rate contract transporters mentioned in the purchase order.

ii) Where there is provision for payment of Sales Tax extra, it will be paid only if the registration number both under State Sales Tax and Central Sales Tax are specically mentioned on the bill/invoice. Your Sales Tax Registration number should be mentioned in the offer positively.

iii) Excise duty Gate Pass will be required in original. Applicable taxes & duties must be included in the offer.

### 23. ADDITIONAL FOR FOREIGN SUPPLIER:

i) For documentation and correspondence language shall be English only.

ii) Rates quoted should be on FOB basis. All dispatches are to be made by sea by IPBC conference vessels only unless otherwise stated in purchase order.

iii) Agncy commission, if any, will be paid out of the FOB value after receipt & acceptance of material at BHEL Jhansi in Indian Rupees. TT buying exchange rate prevailing on the tender opening date or the letter of credit date or date of purchase order whichever is lowest will be considered for calculating the agency commission.

iv) The rates quoted should be inclusive of charges of packing and delivery of material upto the port of shipment on FOB terms. The material is required to be packed suitably in all respects considering the peculiarity of the material for normal transport by Sea/air and subsequently by Rail/Road in India suitably protected against the effect of tropical



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salt laden atmosphere in the event of consignment being delayed at Indian Ports before outward clearance. You should also furnish details of shipping specification, sizes, volume, weight, number of cases etc. When articles are packed with packing material of plant origin, phytosanitary certificate will be required.

v) Our standard terms of payment is 100% payment through bank against dispatch documents or 100% through sight irrevocable & unconfirmed letter of credit.

24. DEALING WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

i) BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign supplier desires to avail of the services of an Indian Agent, then the foreign supplier should ensure compliance to regulatory guidelines which require mandatory submission of an Agency Agreement.

ii) It shall be incumbent on the Indian Agent and the foreign principal to adhere to the guidelines of the Government of India, issued from time to time.

iii) The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian Agent and their mutual interest in the business. All the services to be rendered by the agent / associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier / Indian Agent. Any payment, which the agent or associate, receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the agreement and made explicit in order to ensure compliance to laws of country.

iv) Any agency commission to be paid by BHEL to the Indian Agent shall be in Indian Currency only.

v) Tax deduction at source is applicable to the agency commission paid to the Indian Agent as per the prevailing rules.

vi) In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representative / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

25. Please also refer to our tender for any other terms and conditions.

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