



BHARAT HEAVY ELECTRICALS LTD

Valves/Purchase, Tiruchirappalli-620014, INDIA

TERMS AND CONDITIONS

Phone: 0431 257 7086

Email: valpursd1@bheltry.co.in

1. QUOTATIONS:-

- a. **Submission of Tender:** Each offer should be sent in double cover separately and the same should be sealed and super scribed with correct Tender No., item of supply and due date of opening. Two or more quotations should not be sent in one cover. Price Bid should contain only Price in Rs per unit for each type. Tender should not be addressed to any individual's name but only by designation as below:
- Sr. Manager/Purchase/Valves
High Pressure Boiler Plant
Bharat Heavy Electricals Limited
Tiruchirappalli - 620 014, Tamilnadu, India
- b. **Late tenders:** Late tenders shall not be considered under any circumstance.
- c. **Regulations:** Tender should be accompanied by detailed technical literature, Catalogue and detailed dimensional drawings in ENGLISH. Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested. All amounts shall be indicated both in words as well as figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
- d. **Two Bid Systems:** If tender calls for twopart bid system (Techno commercial & price Bid). First the Techno Commercial bid will be opened. Techno-commercially suitable vendors alone will be intimated for price bid opening or Reverse Auction.
- e. **PVC:** Price Variation clause not acceptable. Prices should be firm.
- f. **Catalogue:** Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
- g. **Acceptance:** The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
- h. **Samples:** Samples should be submitted separately if specially requested in tender before due date of the enquiry. They should be clearly marked with the enquiry No and date on the outside cover to facilitate identification.
- i. **Spares:** The tenderer should quote separately for spares that are required for two years trouble free operation. The spares offer should accompany the offer of main equipment; otherwise the quotation will be overlooked.

2. COMMERCIAL TERMS & CONDITIONS:

- a. **Terms of Payment:**
For Indigenous Suppliers: 100% after 45 days on satisfactory receipts and acceptance of material at BHEL stores/ Site acknowledgement.
For Import Suppliers: 100% payment against presentation of documents through Bank.
No other payment term is acceptable to BHEL.
- b. **Liquidated Damage:** A sum equivalent to 0.5% of price for each week of delay up to a maximum of 10% of the total po value.
- c. **Delivery Terms:**
For Indigenous Suppliers: FOR BHEL Trichy/FOR site as mentioned in enquiry inclusive of freight and insurance.
For Import Suppliers: FOB nearest SEA Port/FCA nearest AIR port.
- d. **Validity of Offer:** Prices should be valid for 120 days from the date of opening of this tender.
- e. **Duties and Taxes:** If any Sales Tax is payable as extra to the quoted price, it should be specifically stated in quotation along with CST & T.N.G.S.T No. failing which the purchaser will not be liable for payment of Sales Tax. Our T.N.G.S.T No. 3550005 Dated 01-04-1995 C.S.T. No. 259383 Dt. 11.06.1991.
- f. **Guarantee Clause:** The vendor shall give a guarantee for the performance of his supplies for a period of eighteen months from the date of dispatch or twelve months from the date of commissioning whichever is earlier.
- g. **Risk Purchase:** Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of seller either the whole of goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases in addition to penalty at the rate mentioned in clause 2 b above.
- h. **Preferential Delivery:** If a contract is placed on a higher tender as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earliest delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price FOR destination, including all elements of freight, sales tax, duties and other incidents, incidental in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.
- i. **MODVAT/CREDIT:** If any Excise Duty is payable, the chapter head/sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for his input materials, the effect of proforma invoice should be passed on to the purchaser.



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- j. **Miscellaneous:** Any Other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by Purchaser will not be applicable to the contract.
- k. **Delivery:** Delivery schedule shall be strictly as per BHEL tender requirement which are as indicated against each item in our tender. If supplier offers more than this delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay.
- l. **Performance Bank Guarantee:** If tender Calls for Performance Bank Guarantee, Vendor should provide a performance bank guarantee (PBG) for 10% of the total Purchase order value valid for warranty/guarantee period with an additional claim period of 2 months.

3. GENERAL CONDITIONS

- a. BHEL reserves the right to finalize the tender as per item sl no wise or as a total package or project wise. Separate orders will be released for each project and documents should be supplied for each order separately.
- b. BHEL reserves the right to increase or reduce or split the Tender Quantity and to NOT to order for some or all material based on the changes in project.
- c. BHEL shall have the right to visit vendor works during the execution of contract along with end customer for verifying status, inspection and testing of the material.
- d. BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable.
- e. Supplier shall arrange packing to avoid lose or damages during Road Transport, Site handling & Storage.
- f. Purchase Order, PO Item SI No, Material code, Quantity should marked the Packing clearly.
- g. Confirmation for compliance is to be given in the offer for all the conditions specified above and to the respective Purchase Specification.

4. DOCUMENTATION:

For Indigenous suppliers:-

- a. **With Consignment:** Duplicate for transporter copy of Invoice, Packing List, Delivery Challan, O&M manual Material Test Certificate, Test Certificates, Calibration Report, Compliance Certificate & Guarantee/Warranty Certificate etc...
- b. **Online Submission:** Supplier should upload the soft copy of all Test Certificates in BHEL website <http://vis.bheltry.co.in/vis/index.jsp> at Vendor information system tab.
- c. **To Finance:** Original and Duplicate Invoice for payment with GR reference ,should be sent directly to
Sr Manager/Finance/Valves-Bills section
HPBP BHEL Tiruchirappalli-620014, Tamilnadu.

To Purchase:

- i. **FOR BHEL TRICHY case-** Copy of Invoice, Packing list, LWB and Delivery challan for reference, original IBR documents/Inspection despatch clearance certificates
- ii. **FOR Site case-** Original Excise Invoice, Original LWB, Original Packing List, Original IBR documents, Original despatch clearance Certificate, Original Inspection report, Test certificates as per PO, Original Site Acknowledgment etc...
- d. **Identification:**, Purchase Order, PO item SI No, Material code, quantity, Unique SI No if any should be provided in all despatch documents, materials and packing clearly.

For Import suppliers:-

- a. **With Consignment:** O&M manual and Packing List, Fumigation certificates (In case of SEA shipment).
- b. **Through Bank:** All Original Documents in Triplicate Bill of lading in case of SEA/Airway Bill in case of AIR consignment, the invoice indicating the Unit price & total price, Packing List contains quantity ,net & gross weight, Packing dimensions, Certificate of Origin, all Inspection test certificates, Guarantee/warranty certificates are to be sent through supplier's bankers to BHEL bankers
- c. **To Purchase:** One copy of above non-negotiable documents are to be sent to purchase department after dispatch of the materials to follow up with freight forwarder.
- d. **Identification:**, Purchase Order, PO item SI No, Material code, quantity, Unique SI No if any should be provided in all materials and packing clearly.



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

High Pressure Boiler Plant

Tiruchirapalli 620 014

PURCHASE VALVES

(To be filled and submitted along with Offer)

BHEL Commercial Terms and Conditions for INDIGENOUS SUPPLIERS FOR RC / NON RC – TWO BID SYSTEM To be furnished along with offer

	Technical confirmation to BHEL's Specification as called for in BHEL Format shall be furnished. If needed additional sheets shall be used.	Vendor's Confirmation / Comments
Tender opening Route :	<p>Tender opening consists of two part systems viz:</p> <p>1. Techno Commercial Bid & 2. Price Bid.</p> <p>Techno Commercial Bid will be opened First.</p> <p>After scrutiny and evaluation of Techno Commercial offers, the Price bid will be opened with due intimation to vendors.</p>	
Offers :	Offers should be submitted only in a sealed cover super-scribing clearly the Enquiry No. and due date.	
Prices :	Prices shall be quoted item/s wise to BHEL Material code wise and FIRM PRICE basis only as per the BHEL Enquiry.	
Offers :	Offers should be submitted only in a sealed cover super-scribing clearly the Enquiry No. and Enquiry due date.	
Validity of offer for NON-RC Items.	<p><u>VALIDITY OF OFFER FOR NON---RC---ITEMS:</u></p> <p>Minimum for a period of 60 days from the date of Tender opening (or) Finalization of tender.</p>	
Validity of offer for RC items	<p><u>VALIDITY OF OFFER FOR RC--- ITEMS:</u></p> <p>Minimum for a period of 1 year (One year) from the date of Tender opening (or) Finalization of tender.</p>	
Delivery Terms :	FOR / BHEL / TRICHY basis only inclusive of P & F, Insurance and other charges if any.	
Delivery period :	Indicate the early delivery period in the offer	
Liquidated damages :	LD @ 0.5 % per week subject to a maximum of 10% of the order value shall be levied for Total PO value.	

**BHEL Commercial Terms and Conditions for
INDIGENOUS SUPPLIERS FOR RC / NON RC – TWO BID SYSTEM
To be furnished along with offer**

Confirmation to BHEL'S Drawing / Specn. / TDC	Item-wise confirmation to BHEL's Drawing/s / Specification / TDC is required in the offer itself.	
Inspection :	Final inspection by BHEL Inspector at BHEL, Trichy.	
Inspection Charges	Please indicate the Inspection charges if any in the offer itself and indicate the details of Inspection Agency.	
Payment Terms :	100% payment will be made after 45 days on acceptance of materials at our Stores.	
Excise Duty : (ED)	Indicate the Excise duty (ED) and Cess in the offer clearly if applicable.	
CST Tax Details :	Indicate the CST - details in the offer clearly if applicable.	
VAT Tax Details :	Indicate the VAT - details in the offer clearly if applicable.	
Risk Purchase clause	Risk Purchase shall be applicable as per BHEL Terms and Conditions. The Purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated or if the same were not available, the best and the nearest available substitute therefore.	
	The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases	
Guarantee :	The equipment shall be guaranteed for a period of 12 months from the date of commissioning.	
Warranty	Any warranty replacement during warranty period shall be supplied free of cost on FOR / BHEL, Trichy basis.	
Documents:	The vendor shall provide necessary Invoice, Delivery challan, drawings, Test Certificates, Guarantee Certificates, Operating Maintenance Manuals and etc., as called for in the Technical Specification, in the required number of copies at no extra cost.	
NOTE :-	It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications and details have been obtained.	

Signature & Office Seal of the vendor

Sl.No.	Material	Material Description	DRG No/Rev No	Qty
1	964162520000	SP WASHER-9001	2V900111682/00	525
2	964162530000	SP WASHER-9040	2V904011682/00	457
3	964162540000	SP WASHER-9456	2V945611682/00	321
4	964162550000	LIMIT WASHER-9001	4V900113063/01	254
5	964162560000	SP WASHER-9040	4V730610660/00	193
6	964162570000	SP WASHER-9036	2V903611682/00	188
7	964162580000	SP WASHER-9052	2V905211682/00	155
8	964162590000	SP WASHER-9029	2V902911682/00	147
9	964162600000	SP WASHER-9013	2V901311682/00	107
10	964162610000	SP WASHER-9011	2V901111682/00	97
11	964162620000	SP WASHER-9008	2V900811682/00	77
12	964162630000	SP WASHER-9051	2V905111682/00	70
13	964162640000	SP WASHER-9035	2V903511682/00	49
14	964162650000	SP WASHER-9006	2V900611682/00	41
15	964162660000	SP WASHER-9038	2V903811682/00	32
16	964162670000	SP WASHER-9007	2V900711682/00	32
17	964162680000	SP WASHER-9010	2V901011682/00	23
18	964162690000	SP WASHER-8800	2V889911682/00	10
19	964162700000	SP WASHER-9605	2V960511682/00	10
20	964162710000	CAP BOLT-8913	4V891313140/01	10
21	964162720000	SP WASHER-9075	2V907511682/00	10
22	964162730000	BOT SP WASHER-8840	2V884011682/00	10
23	964162740000	BOT SP WASHER-9145	2V914511682/00	10
24	964162750000	CAP BOLT-9905	4V990513285/01	1962
25	964162760000	SP WASHER-9753	3V975315894/00	825
26	964162770000	SP WASHER-9801	3V980115894/00	359
27	964162780000	SP WASHER-9812	3V981215894/00	105
28	964162790000	SP WASHER-8871	3V887115894/00	87
29	964162800000	SP WASHER-9870	3V987015894/00	79
30	964162810000	SP WASHER-9803	3V980315894/00	15
31	964162820000	ADJ RING PIN-7001	4V700110039/02	1024
32	964162830000	FLOATING WASHER-7000	4V700010036/01	655
33	964162840000	WASHER RETAINER-7002	3V700210074/00	579
34	964162850000	ADJ RING PIN-7001	4V700110040/02	578
35	964162860000	FLOATING WASHER-7002	4V700210041/01	489
36	964162870000	ADJ RING PIN-7003	4V700310048/02	412
37	964162880000	LOCK NUT-7000	4V700010021/02	397
38	964162890000	WASHER RETAINER-7000	3V700010019/00	361
39	964162900000	WASHER RETAINER-7000	3V700010016/00	356
40	964162910000	LOCK NUT-7001	4V700110027/01	343
41	964162920000	ADJ RING PIN-7000	4V700010034/02	313
42	964162930000	BOT SP WASHER-7008	3V700810051/02	223
43	964162940000	WASHER ARM-7010	4V701010094/01	189
44	964162950000	ADJ RING PIN-7000	4V700010035/02	181
45	964162960000	WASHER ARM-7008	4V700810079/02	169
46	964162970000	TOP SP WASHER-7008	3V700810168/03	161
47	964162980000	TOP SP WASHER-7010	3V701010164/02	146
48	964162990000	BOT SP WASHER-7010	3V701010176/02	143
49	964163000000	BOT SP WASHER-7000	3V700010005/02	126
50	964163010000	ADJ RING PIN-7141	4V714110599/00	118
51	964163020000	ADJ RING PIN-7141	4V714110600/00	117

Sl.No.	Material	Material Description	DRG No/Rev No	Qty
52	964163030000	ADJ RING PIN-7008	4V700810049/02	108
53	964163040000	WASHER RETAINER-7022	3V702210242/00	106
54	964163050000	WASHER RETAINER-7023	3V702310264/00	96
55	964163060000	ADJ RING PIN-7302	4V730210603/00	95
56	964163070000	LOCK NUT-7081	3V708110479/01	92
57	964163080000	TOP SP WASHER-7009	3V700910167/02	92
58	964163090000	ADJ RING PIN-7022	4V702210117/02	91
59	964163100000	TOP SP WASHER-7301	4V730110581/02	90
60	964163110000	ADJ RING PIN-7302	4V730210602/00	87
61	964163130000	ADJ RING PIN-7006	4V700610102/02	81
62	964163140000	WASHER ARM-7009	4V700910074/01	81
63	964163150000	BOT SP WASHER-7009	3V700910165/02	77
64	964163160000	BOT SP WASHER-7132	4V713210507/00	76
65	964163170000	WASHER ARM-7000	4V700010080/01	71
66	964163180000	ADJ RING PIN-7002	4V700210047/02	67
67	964163190000	FLOATING WASHER-7023	4V702310130/01	64
68	964163200000	WASHER ARM-7081	4V708110301/02	64
69	964163220000	WASHER ARM-7301	4V730110582/02	60
70	964163230000	BOT SP WASHER-7002	3V700210063/02	59
71	964163240000	BOT SP WASHER-7301	4V730110583/02	59
72	964163250000	TOP SP WASHER-7000	3V700010169/02	59
73	964163260000	TOP SP WASHER-7002	3V700210171/02	57
74	964163270000	WASHER ARM-7132	4V713210506/00	53
75	964163280000	TOP SP WASHER-7081	3V708110471/02	51
76	964163290000	TOP SP WASHER-7001	3V700110170/02	48
77	964163300000	LOCK NUT-7022	4V702210119/01	48
78	964163310000	BOT SP WASHER-7081	3V708110472/03	47
79	964163320000	TOP SP WASHER-7116	3V711611076/00	42
80	964163330000	WASHER ARM-7001	4V700110081/01	41
81	964163340000	FLOATING WASHER-7022	4V702210118/01	40
82	964163350000	TOP SP WASHER-7003	3V700310172/02	40
83	964163370000	TOP SP WASHER-7013	3V701310305/02	36
84	964163380000	WASHER ARM-7002	4V700210082/01	32
85	964163390000	BOT SP WASHER-7003	3V700310084/02	31
86	964163400000	LOCK NUT-7016	4V701610112/01	31
87	964163410000	TOP SP WASHER-7114	3V711410683/02	29
88	964163420000	BOT SP WASHER-7026	3V702610320/02	27
89	964163430000	BOT SP WASHER-7116	4V711610465/01	25
90	964163440000	BOT SP WASHER-7023	3V702310257/02	21
91	964163450000	BOT SP WASHER-7022	3V702210229/02	17
92	964163460000	TOP SP WASHER-7016	3V701610215/02	17
93	964163470000	TOP SP WASHER-7022	3V702210228/02	13
94	964163480000	WASHER ARM-7022	4V702210116/01	13
95	964163490000	WASHER ARM-7013	4V701310191/01	12
96	964163500000	BOT SP WASHER-7016	3V701610216/02	10
97	964163510000	WASHER ARM-7016	4V701610111/01	10
98	964163520000	WASHER ARM-7026	4V702610204/01	10
99	964163530000	WASHER ARM-7003	4V700310083/01	10
100	964163540000	LOCK NUT-7139	4V713910585/00	10
101	964163550000	TOP SP WASHER-7026	3V702610319/03	10
102	964163560000	ADJ RING PIN-7813	4V781310132/01	105

Sl.No.	Material	Material Description	DRG No/Rev No	Qty
103	964163570000	ADJ RING PIN-7800	4V780010044/01	100
104	964163580000	ADJ RING PIN-7806	4V780610201/00	87
105	964163590000	ADJ RING PIN-7813	4V781310131/02	83
106	964163600000	ADJ RING PIN-7826	4V782610258/00	73
107	964163610000	ADJ RING PIN-7808	4V780810241/01	67
108	964163620000	ADJ RING PIN-7800	4V780010045/00	58
109	964163630000	ADJ RING PIN-7826	4V782610257/00	55
110	964163640000	ADJ RING PIN-7834	4V783410286/02	50
111	964163650000	ADJ RING PIN-7827	4V782710263/00	50
112	964163660000	ADJ RING PIN-7807	4V780710063/00	29
			TOTAL	16592

SCHEDULE OF DEVIATIONS

Enq Ref:

Offer Ref:

Date:

Commercial Deviation:

Annexure / Clause No.	Description	Supplier Deviation

Technical Deviation:

Annexure / Clause No.	Description	Supplier Deviation

We confirm acceptance of all the Technical and Commercial requirements as per BHEL Tender, except the above deviations.

Signature with Seal