



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.



BHARAT HEAVY ELECTRICALS LTD

Valves/Purchase, Tiruchirappalli-620014, INDIA

TERMS AND CONDITIONS

Phone: 0431 257 7086

Email: valpursd1@bheltry.co.in

- 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.