



MM 5533

Rev-02

The BHEL Purchases Order subject to the following terms & conditions unless otherwise specified and directed.

1. DOCUMENTATION :

1.1 NON-NEGOTIABLE SET :

Comprising following :

- (i) Copy of non negotiable Bill of lading / AWB or HAWB with a mention of AWB No.
- (ii) 2 copies of Signed Commercial Invoice
- (iii) 2 copies of advice Note/detailed packing list in English covering each item and quantity
- (iv) Certificate of Origin
- (v) Inspection/Material Certificate
- (vi) Catalogue/drg. for components (including casting & forging) and for finished Goods

OR

Composition certificate for ferrous/non-ferrous metals/insulating & other raw material, casting & forging and other metallic components.

1.1.1 DOCUMENTATION CLAUSE :

*Advance set of documents are to be forwarded to the following within three days of obtaining Bill of Lading/AWB through any international courier service so as to reach us within 10 days from the date of despatch of material. Failure to do so will make the supplier responsible for making good any loss. Please note that the insurance by BHEL does not absolve the supplier from the responsibility of defective/bad packing, short/wrong supply. Details like BL/AWB with date PO No. and value should be furnished by TLX/FAX/E-MAIL to the concerned Purchase officer of BHEL and to our underwriters.

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|---|--|
| <p>(i) Sr. Manager (M.S.) ROD,
Bharat Heavy Electricals Ltd.
World Trader Centre, Centre 1
14th/15th Floor Cuffe Parade, COLABA
Mumbai 400 005, INDIA Tel: 2180740
FAX : 0091-22-2187850</p> | <p>(ii) Branch Manager,
M/s. National Insurance Co. Ltd.
First Floor, B-8, Indrapuri,
Bhopal (INDIA) Pin : 462021
Telex : 0705-336-NICL-IN,
CABLE : NIC DIV.-BHOPAL</p> |
| <p>(iii) Dy. General Manager (CRX)
BHEL, BHOPAL (INDIA) PIN-462022
Telex : 0705-7264, 7265
FAX : 0755-201823, 500946</p> | <p>(iv) Dy. General Manager (MM) Administrative
Building, BHEL, BHOPAL (INDIA)
PIN : 462022
TELEX : 0705-7264, 7265
FAX : 0755-500023
(Two sets)</p> |

- 1.1.2 Fax/E-Mail confirmation indicating full details of shipment i.e., P.O.No., Vessel Name/Flight No. BL/AWB details, Material, Quantity and consignment value to be sent to other agencies as well at point 1.1.1. above, immediately after shipment/air freight.

1.2 NEGOTIABLE SET :

- (i) Supplier should additionally forward documents mentioned at point 1.1 (ii to vi) alongwith original Bill to Lading through any international courier service/registered airmail or AWB by captain's mail within three days of obtaining the same, directly to the following :

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| <p>(i) Sr. Manager (MS)
Regional Operation Division BHEL,
14th/15th Floors Centre 1
World Trader Centre, Cuffe Parade,
Colaba, Mumbai : 400 005 INDIA
Fax : 0051-22-2187850</p> | <p>(ii) Manager (FIN) FP
Administrative Bldg. BHEL
BHOPAL 462022 INDIA
Telex : 0705-7264, 7265
Fax : 0755-540425 & 201544</p> |
|--|--|
- and confirm forwarding details to Sr. manager (MM) FE, BHEL, Bhopal : 462 022 (INDIA)

1.3 INSTRUCTIONS FOR DOCUMENTS :

- (i) Clean Bill of Lading/Copy of AWB in triplicate to be drawn as below :
Shipper : Govt of India
Consignee : BHEL, BHOPAL
Note : Bank not to be notified as consignee or joint Consignee.
- (ii) B/L to be drawn on FOB basis as and freight to pay unless otherwise specified in P.O.
- (iii) In case of HAWB a mention should be made of AWB No. always.
- (iv) Signed Invoice should indicate quantity and value of all items supplied. If item is supplied in sets, the quantity and value of pieces making each set should be indicated. For supply of spares (including spares supplied with main equipment) sale value breakup should be indicated item wise. Split up value is a must together with consolidated value. Also item being supplied should be linked up with purchase order serial No. "Short shipments, if any, should be indicated clearly with quantity and value in the invoice. At the time of subsequent shipment of short shipped items, reference of original invoice should be indicated."

P.O.No. 3946177

BHARAT HEAVY ELECTRICALS LIMITED

BHOPAL (INDIA) - 462022

MATERIAL MANAGEMENT DEPARTMENT

GENERAL TERMS & CONDITIONS FOR OVERSEAS PURCHASE ORDER

- (v) In case of Free supply : It should be indicated if supply is against short shipment or replacement together with earlier shipment details & forward documents as per 1.1 & 1.2 above, invoice should indicate value of material for customs purpose.
- (iv) Packing list should include package-wise details and each item clearly identified with the respective packing list.
- (vii) Any Demurrage/Wharfage paid at the ports because of delay/discrepancy in the above documents will be to the account of supplier or their representative.
- (viii) For correspondence & documentation, language must be ENGLISH or HINDI.
- (ix) **DRG. & Patterns :** All Drgs. and Patterns supplied/paid for by BHEL will remain BHEL property and shall be returned to BHEL as and when demanded by BHEL.

2. CASE MARKING :

Following details should be clearly marked on each case :

- (i) Shipper : Govt. of India.
- (ii) Consignee : BHEL (BHOPAL) Via MUMBAI (INDIA)
- (iii) BHELORDERNO. _____
- (iv) Port of Entry : _____
- (v) Port of Destination : _____
- (vi) Gross Weight _____ Kgs.
- (vii) Nett Weight _____ Kgs.
- (viii) Brief Description : _____
- (ix) Dimension in MM : _____
- (x) Supplier : _____

3. PACKING :

Material should be packed suitably in all for normal transport by SEA/Air (as case may be) to India and subsequently by Rail/Road to destination point in India. It should be suitably protected against the effects of tropical salt laden climate. Timber in packing should be free from bark, insects and fungi. Sepecial packing should be provided wherever required in addition to above. Damage to the consignment of 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 100mm (4") wide all round the case just below top for easy identification of BHEL package at the docks, should be painted.
- (ii) All marking for safety, handling, storage and protection etc. are to be clearly marked on the cases as per international practice.
- (iii) A special care should be taken in packing of hazardous material with all precaution for safety.
- (iv) Proper care should be taken to ensure correct case marking and packing should be 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 supplier or their representative. Similarly, if for any reason whatsoever discrepancies are noticed prejudicing our claim with underwriters/carriers with consequential loss will also be to the account of supplier or their representative.

4. MODE OF DESPTACH :

By Sea / Air as repocified in purchase order.

4.1 BY SEA :

Following conditions will apply in case of shipments from different countries.

- (a) **FROM JAPAN :** Shipping arrangements will be made by Secretary, Shipping Co-ordination Committee, Ministry of Shipping & Transport, New Delhi (India) Cable: TRANSHART NEW DELHI. Fax No. 011-3718614, 3352726, Through First Secretary (Commercial) Embassy of India, Tokyo, Japan.
- (b) **FROM USA/Canada/Mexico/South America,** Shipment to be arranged per IPBC conference vessel through M/S OPT OVERSEAS PROJECT TRANSPORT, INC. (A THYSSEN HANIEL LOGISTIC CO.) 46 SELLERS STREET, KEARNY, N.J. 07032. TEL : (201) 998-7771, Tlx. : 673-3586, fax : (201) 998-7833.
- (c) **FORM OTHER THAN USA/CANADA/MEXICO/SOUTH AMERICA & JAPAN :** Shipment to be arranged per IPBC vessel through M/s. Schenker & International, Deutschland GmbH, Beiden Muhren 520457, Hamburg Germany, Fax : 0049-4036135509, their agent in UK are M/s. Schenker Ltd., Royal London House, 13 Finsbury Square, London ES2 OR obtain a certificate from them to the effect that

shipment has been arranged in accordance with instructions of the Ministry of Shipping & Transport, NEW DELHI.)

4.1.1 INSTRUCTIONS FOR DESPATCH :

- (i) Despatch per Post Parcel is strictly prohibited.
- (ii) Four weeks' notice to be given to shipping Agents about readiness of cargo for finalising the shipping arrangements. Bank not to be notified as-Consignee or Joint Consignee.
- (iii) Material to be shipped free on board (FOB). Inland freight, packing forwarding etc. to be borne by Supplier other than USA Suppliers who will ship the material on FAS basis.
- (iv) Material will be shipped as break bulk FCL cargo. Specific advice of BHEL, Bhopal shall be necessary for shipping on FCL cargo basis.

4.2 BY AIR :

Material to be airfreighted through our authorised agents/air consolidators as indicated in the Purchase Order/Letter of Credit. In countries where no authorised agent/consolidators exists, supplier himself will arrange shipment through AIR INDIA flight. Refer Documentation Clause for other details.

5. INSURANCE :

Material insurance will be arranged by us at our cost against open Marine Cover obtained from M/s. National Insurance Co. Ltd., Bhopal (India) and advance set of documents should be airmailed directly to them (See Clause 1.1.1)

6. GUARANTEE & TEST CERTIFICATE :

Manufacturer's works test/inspection certificates shall be furnished alongwith the guarantee that material conforms strictly to the specification for general & special conditions as laid down in the purchase order.

7. PENALTY :

Failure to despatch in time as per the terms of delivery mentioned in our order would be liable for supplier, unconditional penalty of 1/2% (half percent) of the price of the goods offered in arrears per week at the discretion of BHEL subject to a maximum of 10% value of the order.

8. DEFICIENCIES & DEFECTIVE GOODS :

Should any deficiency or defect be noticed in the goods same shall be replaced by the supplier without any extra charge under NO CHARGE INVOICE. Any complaint in regard to the material will be notified to the supplier who will replace same promptly. **The rejected material will have to be accepted back by the supplier who will bear its return freight also & the supplier will reimburse to BHEL the customs duty paid" on defective supply and/or unnotified short shipments."**

9. PAYMENT :

Generally through Irrevocable letter of credit as per detailed terms and conditions mentioned therein to be established by BHEL.

10. AGENCY COMMISSION :

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.

11. LAWS :

The contract shall be governed by the laws of India

12. ARBITRATION :

All cases of dispute arising out of or relating to this purchase order shall be referred to the sole arbitration of the Executive Director/General Manager/Incharge, General Manager of BHEL, Bhopal or any other person (including an employee of BHEL, even though he had to deal with the matters relating to this Purchase order in any Manner) nominated by the said Executive Director/General Manager (I)/General Manager to act as sole Arbitrator. The arbitration shall be under the Indian arbitration act, 1940 and rules made there under. The arbitrator may from time to time with consent of parties enlarge the time for making and publishing the award. Seat of arbitration shall be Bhopal.

13. JURISDICTION :

All suits or any matters arising out of this purchase order shall lie in Bhopal Courts only.

14.

In line with factories Act, section 41-B and Environment Act schedule 9, Rule 17, and as per the requirement of ISO-14001, please submit the material safety Data sheet (MSDS) of hazardous chemicals being imported, This is required to be kept ready by us for producing as and when asked for by regulating inspecting Government Authorities.