



BHARAT HEAVY ELECTRICALS LTD

Seamless Steel Tube Plant (SSTP),
Trichy - 620 014, India

BHEL Enquiry No. :

Enquiry Dt :

Enquiry due date :

ANNEXURE – B&C

SI No	BHEL TECHNICAL CUM COMMERCIAL TERMS AND CONDITIONS for INDIGENOUS VENDORS	Vendor's Confirmation
1	Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".	
2	The vendor shall provide necessary drawings, Test Certificates/Chemical composition certificate, Shelf life/DATE OF Manufacturing/Date of Expiry and Operating Maintenance Manuals as called for in the Technical Specification, in the required number of copies at no extra cost. Specific <i>Make / Brand</i> of the item if any shall be indicated clearly in the offer	
3	Guarantee / Warranty certificate to be provided wherever applicable. Replacement during warranty period shall be supplied free of charge on FOR SSTP BHEL basis. The supplied item shall be guaranteed for 12 months from the date of material acceptance. In case of any failure or trouble reported, the supplier shall replace the item free of cost	
4	Vendor to indicate Quoted/Not Quoted item wise in Technical bid (Part I)	
5	Prices shall be quoted item wise only in the Price bid (Part II).	
6	In case of Dealer, Authorization certificate from Principal supplier is required	
7	Prices shall be quoted on "FIRM PRICE" basis only. The prices should be only on FOR SSTP/STORES, BHEL, TRICHY -14 basis, inclusive of Taxes, Packing & Forwarding, Freight & Insurance / other charges if any. Complete break-up of the quoted price in the required price bid format shall furnished by the Bidder.	
8	Validity of offer shall be 75 days from the date of Tender opening.	
9	Delivery period should be within 15 days from the date of Purchase order. All items shall be properly packed to avoid any transit damages. You are not accepted delivery period, your offer will be Liable for rejection.	
10	Liquidated damages @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. You are not accepted LD Clause, your offer will be Liable for rejection..	
11	<p>Breach of contract, Remedies and Termination:</p> <p>a) In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed.</p> <p>b) In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:</p> <p>i. from dues available in the form of Bills payable to defaulted supplier against the same contract.</p> <p>ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.</p> <p>iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p> <p>c) Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.</p>	
12	Following Risk Purchase clause shall be applicable: 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.	

