



# Bharat Heavy Electricals Ltd.

SSTP Purchase  
Trichy - 620 014. India

BHEL Enquiry No. :

Enquiry Dt :  
**ANNEXURE – B&C**

Enquiry due date :

Sl No	<b><u>BHEL TECHNICAL CUM COMMERCIAL TERMS AND CONDITIONS for INDIGENOUS VENDORS</u></b>	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, <b><i>Shelf life, Manufacturing date, Expiry date, Material safety data sheet</i></b> and Operating Maintenance Manuals as called for in the Technical Specification, in the required number of copies at no extra cost. <b><i>Specific Make / Brand</i></b> 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 18 months of trouble free performance from the date of shipment or 12 months from the commissioning date whichever is earlier. In case of any failure or trouble reported , the supplier shall replace the item free of cost	
4	<b>Vendor to indicate Quoted/Not Quoted item wise in Technical bid (Part I). Order will be placed on respective item wise L-1 vendor .</b>	
5	<b>Prices shall be quoted item wise only in the Price bid (Part II).</b>	
6	In case of Dealer , Authorization certificate from Principal is to be furnished, if asked.	
7	Prices shall be quoted on " <b>FIRM PRICE</b> " basis only. The prices should be only on <b>FOR SSTP/STORES, BHEL, TRICHY -14 basis</b> , inclusive of Packing & Forwarding, Freight & Insurance, loading and unloading / other charges if any.	
8	<b>Validity of offer</b> shall be 60 days from the date of Tender opening.	
9	<b>Delivery period:</b> Delivery period is within 9 months from PO date. All items shall be properly packed to avoid any transit damages. If delivery period is not accepted, offer will be Liable for rejection.	
10	<b>Liquidated damages @ ½% per week</b> subject to a maximum of 10% of total order value shall be applicable for delay in deliveries. If LD Clause is not accepted, offer will be Liable for rejection..	
11	Breach of contract, Remedies and Termination: 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. 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: i. from dues available in the form of Bills payable to defaulted supplier against the same contract. ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit. iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. c) Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract	
12	<b>Following Risk Purchase clause</b> 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.	

13	<p><b>Payment terms -100% due on 90th day after acceptance of materials at BHEL SSTP stores, Trichy In case Vender falls under MEDIUM category, 100% due on 60th day after receipt and acceptance of materials by BHEL. In case Vender falls under MICRO or SMALL category, 100% due on 45th day after receipt and acceptance of materials by BHEL. For last two cases tenderer will have to furnish valid MSME certificate proof (UDYAM Certificate).</b></p> <p>You are not accepted BHEL payment term, your offer will be Liable for rejection..</p>	
14	<p>GST No. along with applicable GST Percentage &amp; HSN code should be mentioned here and in the offer and the GST benefit (If any) shall be passed on to BHEL.</p>	
15	<p><b><u>Vendor contact person details</u></b>  Name : _____ Mobile No. _____ E Mail _____</p>	
16	<p>In case of <b>MICRO/SMALL</b> vendor – <b>MSE Regn. No.</b> along with a copy of <b>MSE(UDYAM) certificate</b> to be enclosed</p>	

**NOTE:-**

- a) It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.
- b) Your specific acceptances to BHEL Payment terms, LD and Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.

Vendor Name & Address

Vendor code (BHEL Trichy code) (optional if available)    Signature & Office Seal of the vendor