

BHARAT HEAVY ELECTRICALS LIMITED, JAGDISHPUR

RFQ No. 1900185- Annexure- I: Special Conditions of enquiry

Date: 05.07.2019

Noted and accepted / accepted except with deviations enclosed (Strike-off whichever is not applicable)

Sl. No	Description	Supplier Confirmation (YES/NO)
1	Confirmation to Supply Material as per BHEL Specifications	
2	Confirmation to Supply Material as per Enquiry size and quantity	
3	All testing requirement as called in the Purchase specifications must be part of the Mill TC report to be issued by the mill along with supply.	
4	Acceptance of late delivery penalty clause: LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value for deliveries going beyond contractual period. (Refer Clause 9 of Annexure-II- Enquiry GTC).	
5	Lead time for supply of CRNGO Sheet Steel shall be 8 weeks from date of PO.	
6	Supplier shall maintain minimum heat number for their supplies	
7	Validity of the offer for issuance of purchase order preferred minimum 90 days from the Part I-Technical bid opening date.	
8	Acceptance of Part order quantity	
9	Tender submitted in Two part bid system along with Pre Qualifying Requirement (PQR).	
10	In case of rejection, BHEL reserve the right to withhold the payment of rejected lot & supplier must withdraw the bill of exchange unconditionally.	
11	Inspection at BHEL shall be final & binding.	
12	Acceptance of Price finalisation through Reverse auction	
13	Material will be dispatched only after getting dispatch clearance from BHEL.	
14	Quantity tolerance $\pm 10\%$ shall be applicable	
15	Risk Purchase: If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source (s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser.	
16	Delivery Completion date: In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.	
17	Force Majeure: Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence	

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	of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.	
<u>Additional details for overseas bidders</u>		
1	Port Name in Case of FOB delivery (For reference only)	
2	Discharge Port Nhava Sheva in case of CIF delivery	
3	Shipment of cargo through containers	
4	Minimum 14 days free of detention from the date of IGM for custom clearance at Delivery Port to be offered by the bidder through its shipping Line.	
5	Payment terms- '100% Direct payment within 90 days from the B/L date. Please confirm above payment term otherwise the offer may be liable for rejection.	
6	The BL and invoice should mention the Incoterm as “ CIF”	
7	The BL should mention Applicable destination charges, acceptable by shipping lines. ROD should be aware of the destination charges before the consignment reaches the destination Port.	
8	Load port charges should be settled by the supplier and should not be passed on to BHEL in some form of destination charges.	
<u>Additional details for indigenous bidders</u>		
1	Delivery preferred on FOR BHEL Unit basis with transit insurance risk to be borne by supplier. All transit risk shall be covered under clause inland Rail & Road.	
2	IGST / (CGST + SGST) extra as applicable against ITC	
3	Payment terms - '100% Direct within 90 days from receipt of material at Jagdishpur. Please confirm above payment term otherwise your offer may be liable for rejection.	
4	Supplier shall have valid GST Registration	

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5	Supplier shall mention their GSTN registration number in their invoices. Invoice no which is linked /uploaded in GSTN network shall be clearly indicated in invoice	
6	All invoices shall bear the HSN code for each item separately.	
7	Confirmation that all invoice particulars will be uploaded in the GSTN network / portal and all tax liability will be discharged as per GST rules and regulations.	

- For any deviation from BHEL Standard Commercial terms, your offer shall be loaded suitably.
- In case of deviation in any of the above conditions, please spell out clearly.

Sign & Seal of the Vendor