

COMMERCIAL TERMS AND CONDITIONS - For Supply Only

	TENDER Ref: 77/09/6149/NSA		
	Notice inviting Tender for Measuring and testing instruments for thr ptoject of		
	COMMERCIAL TERMS & CONDITIONS		
	Sl.No	Clause	BHEL'S REQUIREMENT
			<u>For indigeneous supply</u>
	1.0	PRICE	Firm - FOR site, including Packing & Forwarding
	2.0	SALES TAX/ CVD/AUX.Duty	CST is Payable extra against form 'C' form ;E1 form to be issued by vendor against 'C' form. Kindly indicate the CST % considered.
	3.0	EXCISE DUTY / CUSTOMS DUTY	Present rate of ED to be indicated. ED is payable extra as per rates applicable at the time of despatch(within PO delivery period) against original buyers copy of EDGP/Invoice cum EDGP. Transporters copy EDGP/EDGP cum Invoice must be sent along with the consignment.
	4.0	FREIGHT	Equipment to be despatched by road on freight prepaid and on door delivery basis. Consignee copy of LR to be sent with truck. Freight charges to be indicated separetely in price bid only. This will be reimbursed at actuals against documentary proof(Original of stamped receipt from transporter) limited to the amount indicated. Consignment shall be despatched by our authorised transporter only.
	5.0	TRANSIT INSURANCE	Will be arranged by BHEL.

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	6.0	TERMS OF PAYMENT FOR SUPPLY ONLY	A) 90% Payment against delivery documents such as Original/copy of LR and other despatch documents presented directly to us with a credit period of 60 Days. B) Balance 10% Payment within 30 days from the date of delivery at site and on presentation of invoice with receipted LR and other documents to be submitted as per PO
	7.0	DELIVERY	4 weeks from the date of manufacturing clearance/Drawing approval
	8.0	WARRANTEE PERIOD	24 Months from the date of delivery at site
	9.0	LIQUIDATED DAMAGES	Any delay in PO Delivery will attract LD at 0.5% value of contract price per week or part thereof subject to a maximum 5% of the total order value.
	10.0	PBG	PBG for 10% of order value is to be submitted against receipt of Purchase Order. This BG is to be kept valid for a period of 3 Months more than the warrantee Period (24 + 3 Months). In case of delay in despatch vendor to extend the validity.
	11.0	INSPECTION	Inspection at Manufacturers works by BHEL before dispatch, whenever required. Inspection call with internal TC's along with approved data sheet and drawings shall be given 10 Days in advance.
	12.0	SPLIT ORDER	Confirm acceptance of split order .
	13.0	NO.OF CONSIGNMENTS	Shall be indicated by vendor.
	14.0	ARBITRATION	Subject to Bangalore Jurisdiction only based on Indian Arbitration Act 1940.

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	15.0	DRAWING SUBMISSION	All drawings/data sheet/documents shall be submitted within 1 week from the date of PO.
	16.0	VALIDITY OF OFFER	90 Days from Price Bid Opening Date.
	17.0	CONSIGNEE ADDRESS	Will be intimated at the time of despatch clearance.
	18.0	LOCATION OF site	KOTESHWAR
	19.0	OTHER TERMS	Please submit your quotation as per our enquiry confirming all points in the item description otherwise your offer may be rejected.
			In case any deviation from BHEL requirement the same has to be clearly stated.
			In case the terms and conditions are accepted your offer is likely to be rejected or price will be loaded. Confirm terms and conditions as per our requirement.
	20.0	Mode of Transport	By air/ By road as applicable.
	21.0	Rejection of Offer	BHEL reserves the right to reject the offer, incase the bidders past performance in any of the BHELs previous contract is not found to be satisfactory.
	22.0	Price comparision	Price will be compared itemwise individually to arrive at L1 vendor. Accordingly order will be split in to number of P.Os
	23.0	Reverse Auction	BHEL reserves the right to decide on 'L1' vendor through reverse auction. However, vendor shall submit sealed price bid while submitting technical and commercial bid. However, BHEL reserves the right to open the sealed price bids in Camera and finalize the placement of order.

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	24.0	QUANTITY VARIATION .	Prices shall be valid for ordering additional quantities upto 25% within the delivery period of PO.
	25.0	Loading Factor	Any Deviation to BHEL Requirements mentioned under Commercial Terms & Conditions enclosed to the Enquiry shall be loaded while evaluating , comparison of prices and L1 will be derived . Basis for Loading will be as per the guide lines prescribed in the Loading Factor Sheet Enclosed to the Enquiry. Acceptance of the vendor is must for this Clause, if not the same will be rejected.
	26.0	ECS Payment	Payment will be made by e-payment only and for which the vendors are to provide the following information along with their offers in their letter head duly signed. Information to be provided: BANK NAME,BANK ADDRESS,BANK PHONE,IFSC CODE (NEFT),BANK ACCOUNT NO.,PAN NO.,SERVICE TAX NO.,TIN NO.,E-MAIL ID.

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	Sl.No	Clause	BHEL'S REQUIREMENT
	27.0	Bills submission	<p>1) All your invoices against our order are required to be sent in a sealed envelope addressed to: BHEL - ISG VENDOR BILLS BOX , BHEL - Industrial Systems Group , Opp.IISc, PROF. C N R RAO CIRCLE , MALLESWARAM , BANGALORE - 560 012</p> <p>The envelope shall be super-scribed with Project Name / P.O No. / W.O No., and the Bill / Invoice numbers & Contact person.</p> <p>2) Bills / invoices which are brought personally by vendors to ISG are to be dropped in the "BHEL-ISG vendor bills Box" kept near Tender Box at the Reception Office.</p>
	28.0	Registration with BHEL/ISG	<p>Incase the vendors are not registered with BHEL/ISG, filled in vendor registration forms are to be submitted along with relevant documents.</p>

Date: 08. 08.2009
THDC- 4X100 MW Koteswar HEP-BOP
Vendors Confirmation.

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