

COMMERCIAL TERMS AND CONDITIONS - For Supply Only

TENDER Ref: IS-1-08-DL-01		Date: 30. 09.2008	
Notice inviting Tender for supply of Drives,PLC,Instruments and other itemsfrom OEMs only for establishment of Drives Laboratory at BHEL-ISG, BANGALORE.			
COMMERCIAL TERMS & CONDITIONS			
SI.No	Clause	BHEL'S REQUIREMENT	
		<u>For indigeneous supply</u>	<u>For Imported supply</u>
1.0	PRICE	Firm - FOR BHEL FACTORY including Packing & Forwarding	FOB price port/airport of entry, including Packing & Forwarding.
2.0	SALES TAX/ CVD/AUX.Duty	CST is Payable extra against form'C' E1 form to be issued by vendor against 'C' form. Kindly indicate the CST % considered.	Present rate of CVD/ Aux. Duty to be indicated.
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.	Present rate of CD to be indicated.
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.	Equipment to be despatched by air/ship n freight prepaid basis. Freight charges to be indicated separetely in price bid only.
5.0	TRANSIT INSURANCE	Will be arranged by BHEL/Customer(Advance intimation to be given by Supplier)	Will be arranged by BHEL/Customer(Advance intimation to be given by Supplier)

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6.0	TERMS OF PAYMENT FOR SUPPLY ONLY	A) 85% Payment against delivery at BHEL Factory and Original/copy of LR and other despatch documents presented directly to us with a credit period of 60 Days.	A) 100% Payment through LC
		B) Balance 15% Payment by 3 to 6 months from the date of delivery at BHEL Factory	
7.0	DELIVERY	Within 60 days from the date of LOI/PO	Within 60 days from the date of LOI/PO
8.0	WARRANTEE PERIOD	24 Months from the date of delivery at BHEL Factory	24 Months from the date of delivery at BHEL Factory
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.	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.	PBG for 10% of order value is to be submitted before opening of LC. 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.	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 30 Days in advance.
12.0	SPLIT ORDER	Shall be governed by MOU. Confirm acceptance of split order .	Shall be governed by MOU. Confirm acceptance of split order.
13.0	NO.OF CONSIGNMENTS	Shall be indicated by vendor.	Shall be indicated by vendor.
14.0	ARBITRATION	Subject to Bangalore Jurisdiction only based on Indian Arbitration Act 1940.	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 MOU.	All drawings/data sheet/documents shall be submitted within 1 week from the date of MOU.
16.0	VALIDITY OF OFFER	90 Days from Price Bid Opening Date.	90 Days from Price Bid Opening Date.
17.0	CONSIGNEE ADDRESS	Will be intimated at the time of despatch clearance.	Will be intimated at the time of despatch clearance.
18.0	LOCATION OF Factory	Bangalore ; India.	Bangalore ; India.
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.	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 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.	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.	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.	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 comparison	Price will be compared itemwise individually to arrive at L1 vendor. Accordingly order will be split in to number of P.Os	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.	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.	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.	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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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>	<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	Incase the vendors are not registered with BHEL/ISG, filled in vendor registration forms are to be submitted along with relavent documents.	Incase the vendors are not registered with BHEL/ISG, filled in vendor registration forms are to be submitted along with relavent documents.