



BHARAT HEAVY ELECTRICALS LTD
VALVES PURCHASE
Trichy - 620 014. India
CONFIRMATION TO TERMS AND CONDITIONS

Enquiry Reference: ENCON02141

<u>TERMS & CONDITION</u>	<u>VENDOR CONFIRMATION</u>
a. 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".	
b. The offer has be submitted as a Two-part bid (Techno-commercial & Price bid) (or) Single-part bid (Price bid only)	
c. The tender will be finalized on item wise/package/project-wise basis	
d. Terms of Payment: <u>Indigenous Supplier (Non-MSE):</u> 100% direct EFT Payment after 60 days from the date of receipt and acceptance of materials at BHEL stores / against site acknowledgement. <u>Indigenous Supplier (MSE):</u> Payment will be as per MSMED Act, 2006 <u>Import Supplier:</u> Payment term is 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	
e. Liquidated Damage: Liquidated damages shall be 0.5% of the total order value or part thereof subject to a maximum of 10% of the total order value.	
f. Delivery Terms: Prices shall be quoted on " FIRM PRICE " basis only. <u>For Indigenous Supplies:</u> FOR BHEL Trichy <u>For import Supplies:</u> CFR/CIF Chennai Sea Port as per incoterm 2010	
g. Validity of Offer: Prices should be valid for 120 days from the date of part-1 bid opening of this tender. (or) Prices should be valid for 12/18 months from the date of finalisation of the rate contract or 15/21 months from the date of part 1 bid opening, whichever is earlier.	
h. Delivery period: Delivery period should be 3 weeks from the date of purchase order. If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay subject to a maximum of 2%. Any other delivery period after loading to maximum will be rejected.	
i. Risk Purchase: The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of seller either the whole of goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases. Non acceptance to risk purchase clause the offer is liable for rejection.	
j. Guarantee Clause: The vendor shall give a guarantee for the performance of his supplies for a period of eighteen months from the date of dispatch or twelve months from the date of commissioning whichever is earlier.	



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k. Performance Bank Guarantee: Performance Bank Guarantee is not applicable for this enquiry (or) Vendor should provide a performance bank guarantee (PBG) in BHEL format for 10% of the total Purchase order value valid for warranty/guarantee period with an additional claim period of 2 months. PBG should be issued from list of consortium banks.	
l. Counter-offering Counter-offering is not applicable for this enquiry (or) Counter-offer is applicable for this enquiry. The contract will be finalized with maximum N vendors . The manner of splitting will be as per Table mentioned below	
m. Integrity Pact Integrity pact is not applicable for this enquiry (or) The IP duly signed by authorized signatory has been sent along with part-1 bid of the offer.	