## **BHARAT HEAVY ELECTRICALS LIMITED**



**HEEP-HARIDWAR, UTTARAKHAND (249403)** 

**PU-92** 

**General Instructions and Standard Terms & Conditions (GISTC)** 

For Purchase Order - Indian Sellers (Version: December-2020, REV:01)

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#### 1. GENERAL.

#### Important:

Compliance of GISTC for Tender Enquiry (TE) to be ensured by the seller. Kindly visit https://hwr.bhel.com to refer latest version of GISTC (TE) for Foreign Bidders

The special Terms & Conditions indicated in Purchase Order (P.O.) shall supersede conditions as given in this GISTC for P.O. if at variance.

# (A) Specifications.

- (a) The Seller must supply the materials as per specification mentioned in the Purchase Order (P.O.).
- (b) Invoice description with material code and Unit of measurement should be strictly in accordance with Purchase Order.
- (c) Unit of measurement for dimension and weight should be in metric system only.

- (d) Purchase order number must be mentioned in all the documents including invoices.
- (e) Please refer S.No. 5 (c) & 5 (d) of the GISTC (TE) for Indian Bidders.
- (B) Non-Disclosure Agreement.

Please refer S.No. 20 of the GISTC (TE) for Indian Bidders.

(C) Quality Requirement.

Please refer S.No. 14 of the GISTC (TE) for Indian Bidders.

- 2. DESPATCH/ SHIPMENT.
- (a) Please refer S.No. 6(q) and 6(h) of the GISTC (TE) for Indian Bidders.

Non availability of transport will not be accepted for rescheduling the delivery or waiver of penalty.

3. TRANSIT INSURANCE.

<u>Please refer S.No. 17(a) & 17(b) of the GISTC (TE)</u> <u>for Indian Bidders.</u>

4. PENALTY FOR LATE DELIVERY.

The delivery date for penalty purpose will be the GR/RR date or as specified in P.O.

Please refer S.No. 9(a) of the GISTC (TE) for Indian Bidders.

<u>Please refer S.No. 9(c) of the GISTC (TE) for Indian Bidders.</u> or any other agreed milestone as given in P.O. for the purpose of penalty.

Please refer S.No. 9(d) of the GISTC (TE) for Indian Bidders.

(A) DELIVERY IN CASE OF REJECTION:

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<u>Please refer S.No. 9(f) of the GISTC (TE) for Indian Bidders &</u> subject to delivery term as per PO.

(B) DELIVERY AGAINST BANK DOCUMENTS:

Please refer S.No. 9(g) of the GISTC (TE) for Indian Bidders

#### 5. DISTRIBUTION OF DOCUMENTS

Immediately after dispatch, kindly ensure to forward a set of scanned documents as listed below at Serial No. (C) below to e-mail id <a href="mappx@bhel.in"><u>mmppx@bhel.in</u></a>

#### A. In case of negotiation of documents through bank:

Where the payments are through bank, the documents may be presented for negotiation through any of the following bankers:-

- a) CANARA Bank: Branch code 2225, Railway Road, Haridwar 249403 (Uttrakhand).
- b) PNB: Branch code 1074, PNB House, BHEL Ranipur, Haridwar 249403 (Uttrakhand).
- SBI Br. Code 0586, Sector-5, BHEL Ranipur Haridwar 249403 (Uttrakhand) Swift Code: SBININBB225.
- **B.** Please inform dispatch details to underwriters available at the website <a href="https://hwr.bhel.com">https://hwr.bhel.com</a>.
- **C.** Immediately after dispatch of material, one set Each of following documents be sent to concerned;

DGM (PPX), BHEL, HEEP- Haridwar (India), 249403, and

Manager (Stores-Shipping), BHEL, HEEP- Haridwar (India), 249403.

- Copy of original Invoice (ink signed).
- Packing List
- Original test and Guarantee Certificates (ink Signed), complete as per specifications and QP and or as agreed
- CQS clearance note, whenever inspection is involved by CQS.
- Copy of delivery challan.

D. The documents must be sent by fastest mode/ courier & acknowledgement obtained. Any deficiencies as indicated by BHEL must immediately be addressed by the seller.

#### 6. TAXES & DUTIES.

Please refer S.No. 11 of the GISTC (TE) for Indian Bidders

7. BANK GUARANTEE.

Please refer S.No. 12 of the GISTC (TE) for Indian Bidders.

8. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

Please refer S.No. 13 of the GISTC (TE) for Indian Bidders.

**18-month** guarantee / warrantee period shall be reckoned from the date of replacement / rectification in case of Repairs / Replacement of goods or as mentioned in Purchase Order.

9. RETURN OF REJECTED MATERIAL FOR REPLACEMENT.

Please refer S.No. 13(b) of the GISTC (TE) for Indian Bidders.

## **10. RIGHT OF ACCEPTANCE**

BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

11. RISK PURCHASE.

<u>Please refer S.No. 18 of the GISTC (TE) for Indian Bidders.</u>

12. FORCE MAJEURE CLAUSE.

Please refer S.No. 19 of the GISTC (TE) for Indian Bidders.

13. SETTLEMENT OF DISPUTES/ARBITRATION.

Please refer S.No. 21 of the GISTC (TE) for Indian Bidders.

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14. WHARFASE/ DEMURRAGE RESPONSIBILITY
Please refer S.No. 22 of the GISTC (TE) for Indian Bidders.
15. INFORMATION TO SELLERS.
Please refer S.No. 24 of the GISTC (TE) for Indian Bidders
16. NOTE.
Please refer S.No. 27 of the GISTC (TE) for Indian Bidders
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