

General Terms & Conditions

1. Bidder has to submit tender through ABC portal (<https://bhel.abcprocure.com>) only.

2. For new vendors who are not registered with BHEL (FSIP) online filled up "Supplier Registration Form" on BHEL link (<http://supplier.bhel.in>) along-with all the supporting documents to be submitted.
3. All taxes/duties/levies etc. must be specified separately in amount or in percentage. Incomplete offer shall not be acceptable.
4. Please submit point wise compliance to our specification, terms & conditions. Otherwise it will be presumed that you are accepting BHEL's Terms & condition.
5. Offers not meeting our requirement because any kind of deviations in technical or commercial terms are liable to be rejected by BHEL at its discretion.
6. BHEL, FSIP, Jagdishpur reserve the right to procure from more than one vendor.
7. BHEL FSIP shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
8. If there is any difference / discrepancy in rates quoted for per unit and total and any arithmetic addition for number of items, the lower of the rates beneficial to BHEL FSIP will be considered.
9. Packing: Goods must be adequately packed in proper carton / wooden box / drums /suitable container to protect against loss, damage or corrosion and to withstand normal inland transportation and handling. Hazardous material should be notified as such and their packing, transportation and other protection must conform to applicable regulations.
10. The quantity in each item to be purchased may vary from quantity enquired according to actual requirement at the time of placing the Purchase Order. Quantity discount, if any, should be mentioned in the quotation.
11. In the quotation, earliest firm delivery (number of days or weeks) by which material will be despatched from the date of receipt of order must be indicated.
12. Purchase Order will be placed on the lowest quotation only among the technically & commercially accepted quotations. Lowest quotation is determined on the basis of Total Cost to BHEL FSIP including basic value, taxes and duties, freight, insurance, loading factors for deviations to terms and conditions.
13. Corrigendum / extension / addendum, if any, pertaining to this tender will be published in the web site www.bhel.com and / <https://bhel.abcprocure.com>.
14. The bidder may have to produce original document for verification if so decided by BHEL.
15. The offers of the bidders who are on the banned list as also the offers of bidders, who engage the services of the banned firms, shall be rejected. The list of firms is available on web site www.bhel.com
16. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
17. Defaulter suppliers shall be treated as per Guidelines for Suspension of the Business Dealing with suppliers/contractors.
18. **A) Right of Acceptance:** BHARAT HEAVY ELECTRICALS LIMITED JAGDISHPUR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
B) Right of Rejection /Non- Placement of PO: BHEL reserves the right to accept the offers in part or in full or cancel the Tender enquiry/PO without assigning any reason.
19. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
20. Compliance to MAKE IN INDIA circular issued by GOI:
"For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier / Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".