

**BHARAT HEAVY ELECTRICALS LIMITED**  
(A GOVT.OF INDIA UNDERTAKING) **FSIP**  
**INDUSTRIAL AREA JAGDISHPUR, AMETHI-**  
**227817 (U.P.)**

REF: BHEL/JP/FSIP/OT /NIT-T&C/REV 00

Date-30.10.2019

**TERMS AND CONDITIONS (TWO PART)**  
**BIDS)**

1. The rates are to be quoted on F.O.R. BHEL FSIP JAGDISHPUR basis ONLY (including Packing, Freight & Transit Insurance charges etc.). All the items should be supplied at our STORE, BHEL FSIP IP JAGDISHPUR at your own cost. Offers with any other delivery conditions is not acceptable.
2. Normally, payment shall be made within 45 days for MSE vendor and 90 days for other vendors, after receipt & acceptance of material in our stores only.
3. MSE Suppliers can avail the intended benefits only if they submit along with offer the copies of proof of MSE as per MSMED Act 2006. Vendor status (Micro / Small etc.) to be indicated by vendor and latest copy of supporting documents as mentioned in RFQ shall be furnished along with offer. MSE whether owned by SC / ST Entrepreneurs to be indicated by vendor and latest copy of supporting documents shall be furnished along with offer.
4. We do not accept advance payment request in any forms.
5. PRICE BID: Bidder to quote following in price bid format.
  - a) Price/Rate to be quoted against each item in Price bid format provided with Tender enquiry.
  - b) HSN code to be quoted against each item in Price bid format provided with Tender enquiry.
  - c) GST rate applicable in percentage to be quoted against each item in Price bid format provided with Tender enquiry. 6-BHEL may split the order depending in requirement/urgency. The lowest price may be offered to the other parties to accept counter offer and split up the tender quantity among more than one vendor at the lowest acceptable price to BHEL and place order accordingly in any proportion at our own discretion.
- 7-BHEL reserves the right to increase or decrease the tender quantity.
- 8-Prices to be firm with validity of 90 days from the date of opening of Techno-Commercial bid.
- 9-Please mention GST No. in your offer and upload your GST registration copy in support.
- 10-For evaluation, exchange rate (IT selling rate of SBI) as on scheduled date of tender opening. (Part-I bid in case of two part bid) shall be considered.
- 11-The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

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12-Seeing the nature order may be placed on L-1 rate.

13-BHEL, IP General Terms and conditions are applicable for this enquiry up to extant not contradicting the specific terms of this enquiry, if any. For any clarification please contact BHEL FSIP MM department official. Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read fully before submission of quotations.

14-Techno-commercial Bid will be opened on the assigned date .Only the price bids of vendors whose techno commercial bids are accepted will be opened later on a specified date.

15-BHEL shall also have the rights to terminate the contract/PO at party's risk and cost on account of the continuous failure in giving the satisfactory performance and non-adherence to the terms and conditions of the contract/PO.

16-Rejected materials, if any, shall be collected by the vendor within 90 days of such communication to the vendor. Lifting of rejected material from BHEL Stores will have to be arranged by party at their own cost.

17-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 [www.bhel.com](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.

18-The Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on [www.bhel.com](http://www.bhel.com) in "supplier registration" page.

19-In the event of delay in supply of goods, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Penalty amount so determined along with applicable GST thereon shall be recovered.

20-Excess materials supplied beyond tolerance limit as specified in PO, will not be accounted for.

21-The tendered goods shall be delivered within the period stipulated in PO.

22-Documents such as TC/GCs/Inspection reports are to be submitted with dispatch of these materials.

23-In the event of more than one vendor becoming L1 for any of the item / items, the enquiry quantity for those item / items may be shared equally among all the L1 vendors.

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24-Cancellation / Termination of contract and risk purchase Purchaser shall have the right to completely or partially terminate the agreement by means of written notice to that effect without prejudicing their other rights in the event that :

- I. The seller is declared bankrupt, its business has been shut down or liquidated, a substantial part of its assets have been attached/destroyed, or the business has been transferred to a third party.
- II. Any misrepresentation or hiding of material fact if detected at a later stage.
- III. The delivery is rejected after inspection or re-inspection.
- IV. In the event of termination, the risk of the items already delivered but not of use to Purchaser, as determined by purchaser, remains with the seller. The items shall then be at the seller's disposal and they are to be collected by the seller. The seller shall refund any payments made by purchaser in terms of the terminated agreement immediately, not later than 30 days,
- V. In the event of Cancellation/ termination of contract, BHEL reserves the right to procure the items which are not delivered as per PO and charge the excess cost from the defaulting seller. In case the excess cost is not repaid by or recovered from the defaulting seller within 30 days, apart from legal recourse for effecting such recoveries, Penal action in line with BHEL's Suspension of Business dealings will be taken.

**25-If you are sending the offer through email, the offer to be sent only to email id as mentioned below-**

**Part (A) Techno commercial bid- Email to [tenderip@bhel.in](mailto:tenderip@bhel.in)**

**Part (B) Price bid- Email to [pricebidip@bhel.in](mailto:pricebidip@bhel.in)**

**26-This tender inquiry is under two bid system, one is Technical-Bid & other is Price- Bid .So please send your offer in two parts (a) Technical cum commercial bid(b) Price-bid .Both bids offer to be kept in separate envelop indicating TE No. due date and Technical or Price bid.**

**27-In technical bid offer envelop, party have to submit their product profile for required item, details about their organization infrastructure and details specifications of their product etc., where as in price bid offer envelop party have to submit only rates of their respective items with detail commercial terms & condition i.e. payment & FOR terms etc.**

  
**Sr. Manager (Purchase)**