

Annexure-III

**BHARAT HEAVY ELECTRICALS LIMITED UNIT: BHOPAL
MATERIALS MANAGEMENT DEPARTMENT**

General Terms and Conditions of Indigenous Enquiry:-

- 1. Sealed quotations in duplicate are invited for the items mentioned in the Enquiry. Quotations should be typed and free from over writing / erasures, Correction or additions must be attested.**
- 2. Each Quotation should be sent in a double cover. Both cover should be sealed and super scribed with Enquiry No. , Enquiry due on date, the address of the office. Quotation against each Enquiry should be sent in separate set of covers to avoid confusion. Quotation not bearing Enquiry No. and due date is liable to be rejected.**
- 3. The quotation should reach Tender box, Tender room, Ground floor, Admin. Building, BHEL, Bhopal on or before 11.00 AM and on or before the due date and it will be opened after 2.00 P.M. on the due date.**
- 4. Sample, where applicable, must be submitted as specified so as to reach us on or before the due date of Quotation opening.**
- 5. Quality Assurance Plan format supplied along with Enquiry is to be furnished duly filled with the quotation.**
- 6. Manufacturer's Name, their trade mark and brand, if any should invariably be mentioned in the quotation and illustrating leaflets giving technical, particulars etc. should be attached with the quotation.**
- 7. Material should be of best quality and should meet our specification and drawings mentioned in enquiry. Deviation if any is to be specifically brought out in the quotation.**
- 8. Payment Terms**
 - A. 100% payment on receipt and acceptance of materials within 90 days of the date of receipt in BHEL.**
 - B. MSME vendors : 100% payment after 45 days.**
 - C. BHEL prefers "door delivery" of Material in which case payment shall be within 90 days from the date of dispatch.**

- In case documents through Bank,100% payments within 90 days from the date of dispatch of Material / Delivery at our works.
- 9. Date of Delivery, may be indicated item wise in the quotation**
- 10. No Import License will be given in any case. Only offer for Indigenous manufactured or of Imported Stock will be considered.**

11. No enhancement of rate for whatever cause will be allowed once the quotation is accepted and the order is placed. Withdrawal from the quotation after it is accepted or failure to make the supply within the scheduled period will entail cancellation of the order and recovery of losses from the successful tenderers.

12. Successful supplier should, if so required by us (In case the quotation is not included in the DGS & D list of Rate Contract) furnish a security deposit or Bank Guarantee from an approved Bank equivalent to an amount of 10% of the total value of the order for the satisfactory execution of the same in accordance with the terms and conditions and delivery specified in the order.

13. Transit Insurance will be done by BHEL.. Bhopal unless otherwise specified.

14. All goods are subject to inspection by BHEL and/or their authorized representative / Customer at supplier works.

15. All goods should be guaranteed against defect by the supplier for 24 months from dispatch or date of acceptance after inspection whichever is later.

16. In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.

17. Bharat Heavy Electricals Ltd. does not bind itself to accept the lowest or any quotation, but reserves to itself the right to accept full or part of any quotation at its discretion.

18. Rate should be quoted in the Units given in the Enquiry and valid for a period of three months from the due date of opening of quotation. The rates should be quoted both in figures and Words.

19. In the event of any tenderer withdrawing the quotation after the quotations are opened but before the Purchase order is placed the Earnest Money, if any deposited by him shall be forfeited.

20. The quotation must indicate Tariff item number and rate of Excise duty applicable. Original Excise duty Gate pass will be required to be furnished in case charged to us.

21. Only Central Sales Tax as applicable at the time of supply is to be charged our registration No. is Bhopal-I/HEL-1 1(C) dated 28-1-1982. However if any tenderer finds that any other sales tax is to be paid, it should clearly be mentioned in the quotation.

22. Where there is provision for payment of Sales Tax extra, it will only be paid if registration number both under the State Sales Tax and Central Sales Tax are specifically mentioned on the bill / invoice.

23. Supplier Sales Tax Registration Number should be mentioned in the quotation positively.

24. Supplies shall be securely protected and the goods packed against loss, damage etc. Marking and consignee details shall be as per the Purchase Order.

25. All Material is to be booked to Sr. Manager Central Receiving Section, HESG Siding Via Bhopal in case of Rail. In case of Road, the material is to be sent only through BHEL approved Transporters on Door Delivery basis to Sr. Dy. General Manager, Central Receiving Section, Block-VII, BHEL, Bhopal, if any material is not booked as above, any wharf age or demurrage occurring thereof shall be to the account of the supplier.

26. Set of documents consisting of Invoice, Challan, Guarantee Certificate Test Certificate RR/LR, Excise Duty Gate Pass etc. Will be required to be furnished as per details in P.O. to Material Management Dept., Central Receiving Stores and Purchase Bills (Accounts).

27. All Drawings and Patterns supplied by BHEL will remain BHEL property and shall be returned to BHEL as and when demanded by BHEL in good condition.

28. ARBITRATION: In all cases of disputes emanating from and in reference to this Purchase Order the matter shall be referred to the arbitrator of the sole arbitration of the Executive Director or GM of BHEL, Bhopal or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this P.O. in any manner) nominated by the said Executive GM to act as sole arbitration. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules there under. The arbitrator may from time to time with the consent of the parties extend the time for making and publishing the award.

29. All suit I claims in respect of this shall be in the Courts of Bhopal only.

30. BHEL also reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy.

31. SAFETY CLAUSE FOR PURCHASE ORDERS:

The vendors shall maintain and ensure sufficient safety measures as required for inspections and tests like HV test Pneumatic test, Hydraulic test, Spring test, Bend test Material handling and safe working environment etc. to enable Inspection Agency for performing inspection.

The vendor shall ensure that all the safety precautions specified in Factories Act 1948 Chapter-IV Section-21 to 41 are complied with respect to equipment found not complying with proper safety requirements, then the Inspection agency may withheld inspection, till such the desired safety requirements are met.

32. Evaluation of offer shall be On the basis of delivered cost (HESG).

33. Failure to dispatch the material in time as per the items of delivery quoted in our order would make the supplier liable to an unconditional penalty of half percent of the price of the goods in arrears per week at BHEL's discretion, subject to a maximum of 10% of the order value.

