ANNEXURE-II

TERMS AND CONDITIONS

TENDER ENQUIRY NO-B/220/0/0425U1 DT:22.01.21 DUE DT:05.02.21

1. Rates have to be quoted **FOR BHEL Rudrapur** basis only with 100% payment after supply, Installation and commissioning/demonstration of machine at BHEL Rudrapur and **within 45 days**. Any deviation in payment terms will be loaded @ (SBI Prime Lending Rate on technical bid opening date +6)% annual interest for comparing standing. Payment shall be made through NEFT/RTGS only.
2. The validity period of the quotation must be for 3 months from the date of quotation.
3. Rates shall be firm until completion of supply.
4. Tender shall be awarded to techno-commercially qualified bidder who quotes lowest landed rate in price bid/finance bid on item-wise basis.
5. Supplier has to install, demonstrate and commission the machine with all its accessories at BHEL Rudrapur.
6. Supply of the material at BHEL Rudrapur **within 01month** from the date of placement of Purchase Order.
7. In case of any deviation in delivery terms, loading on offer will be done (0.5 % per week, maximum up to 10 %) for comparing L1 standing
8. **Supplier has to submit performance Bank guarantee @10 % of PO value from the date of acceptance by BHEL. PBG shall be furnished in a prescribed format and from one of the consortium banks of BHEL. PBG shall be valid up to 30 days beyond warranty/guarantee period.**
9. Warranty/Guarantee- -minimum one year from the date of commissioning.
10. Test Certificates required with material.
11. Offers to be submitted in **Two part bid** system i.e.in two separate envelopes sup scribed as **(I) Technical bid containing technical offer along with Commercial Term and conditions+ un-priced copy of the price bid only** (II) Price **bid containing only price of the items**. Offers submitted in single part bid shall not be considered for further evaluation.
12. Supplier shall submit catalogue/full specification for items, **Annexure-A (Technical Specification) & Annexure-II (Terms and Conditions), GCC and attach the same along with your offer (signed & stamped) else offer shall be liable to reject.**
13. **Inspection- Inspection shall be carried out by BHEL at supplier works prior to dispatch. Supplier must inform to BHEL readiness of the machine well within advance (within the delivery period) for inspection. If required to BHEL, Inspection may be waived off only on written confirmation from BHEL**
14. List of recommended spares and operation & maintenance manual (2 copies) required with machine.
15. All deviations against technical/commercial terms must be mentioned in a separate **"Deviation List"**. Any hidden condition/deviation mentioned elsewhere other than Deviation List will not be considered valid.
16. If any bidder mentions prices anywhere in technical bid/PQR (other than price bid), he will be responsible for consequences of thereof and such prices mentioned in unpriced-bid shall not be considered valid.
17. Risk Purchase clause shall be applicable with this enquiry.

RISK PURCHASE CLAUSE: On finding non-supply of the PO as per PO delivery terms, BHEL may sources the material from any alternate arrangements/orders. On such occasions, the difference of amount shall be recovered from pending / subsequent bill(s) of original supplier.

18. LD/Penalty clause shall be applicable with this enquiry.

The delivery of goods shall be made strictly as per time limit specified in delivery schedule. Failure to supply within this period will make the supplier liable to a penalty of ½% (half percent) of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value for the reasons attributable to the party.

Non acceptance of above clauses shall be considered as deviation to this tender and shall be loaded at the rate of 10% for each case for comparing standing

19. All other terms and conditions other than mentioned here shall be governed as per GCC.

(Bidder Sign and stamp)