

**General terms & conditions of enquiry JHE2300148**

- 01. Quotation(s) duly addressed to Enquiry issuing authority can be submitted through POST at: TENDER BOX, CISF POST, Bharat Heavy Electricals Limited, ADM GATE, PO BHEL. JHANSI 284120 (UP).
- 02. Quotation can also be submitted through Email-to-Email ID: tenderbox.jhs@bhel.in
- 03. Quotation submitted to any other Email ID will not be considered.
- 04. Enquiry Number and Due Date must be clearly mentioned on envelop of the quotation. In case offer is being submitted through email, same shall be mentioned in subject of the Email message/quotation.
- 05. Quotation received through Email after 13:15 HRS and by post after 13:15 Hrs on due date shall not be considered. Late and unsolicited offers shall be straightway rejected.
- 06. BHEL will not be responsible for incomplete and late offers.
- 07. Offers shall be submitted directly by vendor or his authorized representative by email or through Post.
- 08. Terms of Delivery: Quoted rate shall be F.O.R. MEDICAL STORE, BHEL JHANSI.
- 09. Validity of offer should be minimum 120 days from tender opening date.
- 10. Exact applicable GST shall be mentioned along with HSN Code.
- 11. Literature Catalogue if required should be attached with the quotation.
- 12. Payment Terms:100% payment after 60 days of receipt and clearance & acceptance of material at BHEL works.
- 13. These payment terms will be treated as standard terms of payment. Payment shall be made through EFT.
- 14. All supplies should confirm to IP/BP/USP. Test Reports are required along with supplies or as per enquiry.
- 15. Expiry date (if any) should be clearly specified. Items having shelf life of 1 year should be supplied within 3 months from the date of manufacturing.
- 16. Desirable shelf life is 2 years from date of supply and should be supplied within 6 months from the date of manufacturing, for items having shelf life of 2 years.
- 17. Slow moving medicines near expiry period will either

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be replaced with fresh stock out/or taken back by the supplier and cost to be remitted.

18. Ensure safe transportation of drugs with reference to specific requirement of drugs up to Medical Store (like maintaining cold chain etc.), BHEL Hospital, BHEL.Jhansi.
19. Demurrage &/or custody charges (if any) will be borne by you.
20. In the course of evaluation, if more than one bidder happens to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided in the order of suitability of delivery period to BHELs requirements.
21. BHELs decision in such situations shall be final and binding.
22. Penalty Clause/ Risk and Cost: If the material is not supplied within the stipulated time schedule, BHEL shall be within their right to be free to cancel the contract and purchase the material through any other source at the risk and cost of the supplier.
23. In such an event, it shall be obligatory on the defaulting supplier to make good the loss suffered by BHEL. The above option shall be executed at the discretion of BHEL.
24. LD Clause: Failure to supply by the time specified on the PO, will make the supplier liable to pay unconditional penalty of 0.5% of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the undelivered & delayed portion only unless mutually agreed otherwise.
25. Please quote a rate or give regret with reasons for not quoting.
26. In case of any suit or other legal proceedings under or relating to this tender, the Courts at Jhansi shall have full jurisdiction.
27. Arbitration: In all cases of disputes, the matter shall be referred for arbitration as per The Arbitration and Conciliation Act 1996 (latest applicable).
28. The Unit Head, Bharat Heavy Electricals Ltd. Jhansi or any other officer nominated by him shall nominate the arbitrator. The award of Arbitrator shall be final and binding on both the parties.

15-07-2017