

GENERAL TERMS AND CONDITIONS FOR RFQ (If not otherwise mentioned in the RFQ text)

1. Technical details, specifications, brand names, trademarks, patent No. etc., must be mentioned. Samples, catalogues, leaflet, if any should be sent along with your quotation. Products with I.S.I. certification will be preferred.
2. Materials offered should be of best quality and correct to our specification/ drawing. Offers not conforming to these shall be rejected.
3. Quoted Rate shall be firm & on delivery term F.O.R. BHEL-EPD, Stores Bangalore basis after allowing maximum discounts. Rates quoted should remain firm till completion of order. No revision in prices will be entertained once the tenders are opened.
4. Packing, forwarding, insurance charge (transit risks), taxes & duties (V.A.T./C.S.T./ Excise duty) etc. if extra applicable are to be stated clearly. If included in the price, it must be stated clearly. In such a case, ED component must be mentioned, wherever applicable, in order to avail MOVAT. ED or VAT will be reimbursed only if the relevant valid documents are furnished
5. Vendor must mention the earliest delivery schedule in line with the delivery requirement. Delayed delivery schedule may not be acceptable. Quantity variation, if any, is to be clearly mentioned in the quote.
6. Offers will be evaluated on "Net Cost to BHEL" basis for each line item after considering all the cost components as listed in point no 3 and 4 above and 7 below and any other as applicable.
7. Vendor's offer is liable to be loaded with applicable cost components in case of commercial terms offered by vendors have deviations with respect to Delivery term against point no 3 above and payment terms against point no 11 below. Freight rate, Insurance rate will be loaded as per respective BHEL contract in case of deviation against Delivery term. In case of payment term, the commercial borrowing rate will be loaded for the differential period. In case of any other deviation factor, the loading will be as per BHEL estimate or the highest offer received for the said factor.
8. The lowest bidder is eligible to get the full qty if capacity and delivery requirements permit.
9. Normally post-tender negotiation is discouraged. However, it may be held with lowest bidder only under special circumstances.
10. If Excise Duty is applicable please give the assessment heading number. ECC of vendor must be mentioned.
11. **Our payment is 30 days credit from the date of receipt for the accepted materials through NEFT.** Only offers agreeable to this term will be preferred. Any payment term that is technically treated as advance is normally discouraged and may call for equivalent Bank guarantee. For indigenous vendor, Letter of credit payment is not permissible. Bank charges, if any, will be to supplier's account.
12. Materials supplied will be subject to inspection at our end with reference to specification mentioned in the order/drawing. Rejected materials should be replaced/lifted within 15days of intimation at vendor's cost.
13. Quantities mentioned are only approximate and are subjected to variation at the time of placing the order. Please ensure that your quotation hold good for any fluctuation in quantities.
14. Company has the right to accept or reject the lowest or any tender in part or full without assigning any reason whatsoever, BHEL reserves the right to allow the Public Enterprises Price /Purchase Preference facility as admissible under the existing policy.
15. Quotations will be opened at 2.30 p.m. on the due date in the presence of tenders who may like to be present. BHEL reserves the right to alter the due date/time in case of receipt of insufficient offers or any other reasons deemed valid. BHEL also reserves the right to re-float the tender with or without opening the received offers under the same circumstances.
16. If lowest bidder backs out, fresh tendering will be done with or without this lowest bidder as deemed appropriate by BHEL
17. Any disputes arising out of this shall be referred to the Sole arbitration of Head of Unit/ EPD, BHEL Bangalore or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.
18. All suits in respect of this lie in the court of Bangalore only.
19. Customers to a BHEL may also visit and Approve Product without obligation. Please note any Approval/Acceptance by BHEL, Customer does not absolve the vendor from the responsibility to supply, conforming product.
20. **Please Note:** All Vendors particularly in the State of Karnataka have to be registered under VAT and the 11 Digit 'TIN NO.' should be mentioned in the offer, failing which their offer will be summarily rejected. All supply bills in case of orders should have TIN IDENTIFICATION NO. CST NO should also be mentioned.
21. BHEL reserves the right to take appropriate measures against any vendor if found indulging in any unethical practice like cartel formation.
22. **KINDLY, NOTE THAT IF YOU ARE REGISTERED UNDER MSMED ACT 2006, CONFIRM THE SAME IN YOUR QUOTATION AND SUBMIT THE LATEST VALID CERTIFICATE FOR MICRO, SMALL & MEDIUM ENTERPRISES (MSME) AND FOR THE SC/ST OWNERSHIP, IF ANY, FOR AVAILING BENEFITS AS PER THE ACT.**
23. **BHEL WISHES TO ENCOURAGE THE PARTICIPATION OF MICRO AND SMALL SCALE ENTERPRISES. (M&SE)**
24. **IN CASE L1 VENDOR IS NOT A MICRO & SMALL ENTERPRISE, 15% PURCHASE PREFERENCE WILL BE GIVEN TO THE OTHER M&SE FOR ORDERING UPTO 20% OF THE TENDER QUANTITY, PROVIDED THE MSE MATCHES THE L1 PRICE. IN CASE OF MORE THAN ONE SUCH M&SE'S, THE SHARE OF 20% WILL BE DISTRIBUTED PROPORTIONATELY.**
25. **4% OF OUR TOTAL PROCUREMENT IS EARMARKED FOR PROCUREMENT FROM MICRO AND SMALL ENTERPRISES OWNED BY SC/ST.IN THE EVENT THERE IS NO PARTICIPATION FROM SUCH MICRO AND SMALL SCALE ENTERPRISES, THE SAME SHALL BE MET THROUGH OTHER M&SE'S."**