

Sl. No.	Terms	Description	Supplier Confirmation
1	Purpose	For Fusion of High Alumina anhydrous sample.	
2	SCOPE OF SUPPLY	Complete equipment along with accessories kit, Instruction Manual & Software	
3	TRAINING	Two BHEL engineers are to be trained for acquaintance on operation and maintenance of the equipment's during commissioning at BHEL FSIP Jagdishpur.	
4	INSPECTION	The equipment shall be inspected at BHEL Insulator Plant Amethi (U.P.)	
5	ANY OTHER INFORMATION	Supplier can furnish any other additional information considering the overall requirements.	
6	Maximum operating Temperature	1700 deg centigrade (Min)	
7	Inner Size	300mm x300mm x200 mm (Minimum)	
8	Heating Element	Sic (Silicon Carbide)	
9	Warranty	Minimum 12 Months	
10	Other Requirements	Microprocessor Based Programmable Temperature	
11	Other Requirements	Minimum Triple walled construction	
12	Other Requirements	Heavy Angle Body	
13	Other Requirements	Insulation with Zirconia (or better material) fibre board and glass wool.	
14	Inspection	The equipment shall be inspected at BHEL FSIP Amethi (U.P.), Final inspection at BHEL FSIP stores	
15	Delivery	Delivery of item shall be within the date given in PO (however bidder can indicate best delivery in offer) Date of receipt at FSIP Store, BHEL-FSIP, Jagdishpur works shall be treated as date of delivery. Early delivery is acceptable.	
16	Delivery Term	Deliveries shall be F.O.R. FSIP Store, BHEL-FSIP Jagdishpur	
17	Freight & Insurance	Freight and Insurance shall be borne by Vendor	
18	Price	The basic prices shall be firm. All taxes & duties to be specified. Specifically which shall be applicable at actual at time of invoicing. Supplier to raise the invoices only as per GST Act of GOI. The GSTN no of supplier as well as GSTN No of BHEL must be mentioned on the invoices/bills of the materials. The correct HSN code as well as rate of GST applicable are mentioned in the invoice/bills.	
19	Evaluation	Evaluation shall be done on overall basis with landed cost to BHEL, FSIP Stores, and Jagdishpur inclusive of loading, if any. In case vendor do not accept BHEL, FSIP, Jagdishpur payment terms/Delivery Term/ Penalty for delay Clause/Bank Guarantee clause as per enquiry than proper loading shall be done. The same shall be intimated prior to its application.	
20	Terms of Payment	100% within 90 days from date of receipt of material at FSIP Store, BHEL-FSIP , subject to acceptance (SRV) of material.For MSME vendor's payment shall be done as per MSME act of GOI. For MSME supplier bidder to confirm on followings 1. Firm is owned by SC/ST or not. 2. Firm is owned by women or not	
21	Validity of offer	Offer validity will be for 90 days from date of opening of Part-I of enquiry	
22	Penalty for Delay	The delivery of material shall be made within the time prescribed. Failure to deliver the material in time as per the delivery specified above would make the vendor liable to an un-conditional penalty at the rate of half percent (1/2%) of the price of the goods undelivered per week (or part thereof) Subjected to a maximum of ten percent (10%) of the order. Note: "Recovery of LD will include GST as applicable."	
23	Rejections:	The supplier shall arrange replacement/repair within 15 days from the date of rejection intimation upon failure on supplier's part to comply. BHEL will take whatever appropriate action they may think fit in addition to repair/return of rejected material at the cost and risk of the supplier.	
24	Risk purchase:	In case of delays in supply of materials/defective materials not fulfilment of any other terms and conditions given in the purchase order, the purchase may cancel the full or part thereof, and may also make purchase of such material from elsewhere/alternate source at the risk and cost of supplier.	

25	Arbitration	(i) Except as provided elsewhere in this contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, bench, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by giving a notice within 15 days in writing to the other Party may refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. (ii) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties to the disputes. (iii) Subject as aforesaid, the provision of Arbitration and Conciliation Act 1966 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitrator shall be BHEL IP Jagdishpur. (iv) The cost of arbitration shall be borne as per the award of the Arbitrator. (v) Subjected to the arbitration in terms of Clause given above, the Courts at Jagdishpur/Sultanpur (Principal Civil Court having ordinary original civil jurisdiction to decide question forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. (vi) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner expect where the Contract has been terminated by either Party in terms of this Contract. (vii) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provision of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprise to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1966 shall not be applicable to arbitration under this clause. The award of the arbitration shall be binding upon the Parties to the dispute, providing, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special	
26	Jurisdiction	In case of any suit or other legal proceedings arising under or relating to the contract, the Jurisdiction of Sultanpur (UP) district court shall apply.	
27	Consignee	The Stores Officer, IP Store, BHEL-FSIP, I.A. Jagdishpur, Distt. Amethi (UP)-227817	
28	Billing Address	Purchase Officer, FSIP, BHEL, I.A. Jagdishpur, Distt. Amethi (UP)-227817	
29	Documentations	One set of all required documents (ink signed) must accompany the supply and one set (Ink Signed) to be sent to Purchase officer before the dispatch.	
30	Reverse Auction	BHEL reserve the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case of BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tempering of the tender process and will invite action by BHEL as per extent guidelines for suspension of business dealings with suppliers/ contractors(as available on www.bhel.com).	
31	Note	All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supply to BHEL in the Return. Also, ensure that the existing contracts which spill over to next year are modified accordingly. The vendor must ensure the GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server'. In absence the same or any loss of GST Credit due to the vendor, shall be recovered/not payable to the Vendor GST Portion of invoice shall be released on • Vendor declaring such invoice in his GSTR-1 and • Receipt of Good and Tax Invoice as per GST and • Confirmation of Payment of GST thereon by vendor The finance dept. will hold the payment of GST charged in bill and make payment of after compliance of above. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied/leviable on BHEL.	
32	Others	(a) Right of Acceptance: BHARAT HEAVY ELECTRICALS LIMITED JAGDISHPUR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges. (b) Right of Rejection /Non- Placement of PO: BHEL reserves the right to accept the offers in part or in full or cancel the Tender enquiry/PO without assigning any reason.	
33	PQR	Vendor should have supplied similar/ same item to BHEL/PSU/reputed companies in past 02 (two) Years. A copy of purchase order is required to be submitted as a documentary proof.	
34	PQR	Financial standing through latest ITR, Annual report (balance sheet and profit and loss account) of last 3 years. i.e. FY 2016-17, 2017-18 & 2018-19.	

35	PQR	For manufacturer:- Capabilities with respect to personnel, equipment and manufacturing Facilities. Or for Trader/Dealer/Agent etc. a. Authorization letter from their principal is mandatory b. In case of foreign principal: An agency agreement deed copy is required.	
36	Information	NAME OF THE FIRM/ COMPANY/ ORGANIZATION ETC.	
37	Information	AUTHORIZED REPRESENTATIVE/CONTACT PERSON NAME	
38	Information	E-MAIL ID	
39	Information	CONTACT NUMBER	
40	Information	ALTERNATE CONTACT NUMBER	
41	Information	PAN NUMBER	
42	Information	GST NUMBER	
43	MSME Details	MSME STATUS (IF APPLICABLE) ALONG WITH CA CERTIFICATE	
44	MSME Details	TYPE DOCUMENT IN SUPPORT OF MSME (IF APPLICABLE)	
45	MSME Details	DETAIL OF MSME DOCUMENT (IF APPLICABLE)	
46	Documents to be Uploaded	SIGNED AND STAMPED COPIES OF ANNEXURES/ SPECIFICATIONS	
47	Self Declaration	AN UNDERTAKING ON LETTER HEAD THAT BIDDER BIDDER WILL COMPLY WITH ALL STATUTORY RULES/REGULATIONS PROMULGATED FROM TIME TO TIME BY CENTRAL GOVT./STATE GOVT. OF UP AND LOCAL AREA AUTHORITY OF IA, JAGDISHPUR NOT BLACKLISTED / UNDER HOLD FROM BHEL FSIP JAGDISHPUR OR BANNED BY ANY UNIT/REGION/OFFICE OF BHEL. NOT GUILTY BY A COURT OF LAW IN INDIA FOR ANY OFFENCE INVOLVING FRAUD, DISHONESTY AND MORAL TURPITUDE CASE OR CHARGE UNDER INVESTIGATION / ENQUIRY / TRIAL AGAINST ME /US, NOR CONVICTION IN A COURT OF LAW OR SUSPENDED OR BLACKLISTED BY ANY ORGANIZATION ON ANY GROUND. DETAILS OF LITIGATION WITH GOVT. DEPARTMENT / BHEL, IF ANY	