

ANNEXURE-II (TENDER TERMS & CONDITIONS)

TENDER ENQUIRY-B/110/7/0378V1 DT: 11.08.2017

DUE DATE-25.08.2017

1. Rates have to be quoted FOR BHEL Rudrapur basis only with 100% payment after receipt of material at BHEL, within 45 days subject to acceptance. Any deviation in payment terms will be loaded @ (SBI Prime Lending Rate on technical bid opening date +6) % annual interest for comparing standing.
2. Payment through bank against Pro forma invoice/ Advance payment/ any other payment terms will not be acceptable. Offer mentioned with such type of payment terms shall be rejected summarily.
3. The validity period of the quotation must be for 3 months from the date of quotation.
4. Supply of the machine at BHEL Rudrapur within 4 week from the date of placement of Purchase Order or as per PO schedule.
5. In case of any deviation in delivery terms, loading on offer will be done (0.5 % per week, maximum up to 10 %) for comparing standing.
6. Offers to be submitted in **Two part bid** system i.e. in two separate envelopes subscribed 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 bid shall not be considered.
7. Minimum 02 year Guarantee/Warranty required from the date of receipt and acceptance of equipment by BHEL.
8. Offer to be submitted for (Rectifiers & Electronics Ltd.(RE)/AE/Motwane/Megger/Phenix/Fluke/SebaKMT/Ennologic/Scientific Instruments) makes only. Offer submitted for other than these makes will be reject summarily.
9. Bidder shall submit/attach Catalogue of offered equipment along with offer (**Along with techno-commercial bid**).
10. Mandatory spares (if any) and operation & maintenance manual required with equipment.
11. Supplier shall confirm compliance of Annexure-I (TIM/TEESTA/001 REV-00) and Annexure-II (**Terms & Conditions**) and attach the same along with your offer (**signed & stamped**) else offer shall be liable to reject.
12. Test & calibration certificates of the instrument required.
13. Inspection shall be done after receipt of instrument at BHEL Works.
14. Late delivery penalty shall be applicable @05. % per week max, up to 10.0 %.
15. Risk Purchase clause shall be applicable.
16. **Special Note regarding GST**-BHEL will evaluate offers of all bidders on "cost to BHEL" basis and the eligible input credit of GST (including IGST, CGST, OR UGST whichever is relevant) likely to be passed on by bidders to BHEL will be reduced from total cost to arrive at "cost of BHEL".

Hence it is responsibility of successful bidders to ensure that bidder to follow all relevant GST Act and rules, provision amended from time to time to enable BHEL to take input credit of GST on the invoice amount submitted to BHEL against supplies made/ services rendered.

Successful bidders will be required to prepare invoice as per relevant provision of GST Act/Rules amended from time to time and should file the returns correctly and in timely manner to enable BHEL to take timely input credit of GST on Vendors invoice. BHEL will make provisional payment of GST charged to successful bidders against invoice submitted to it as advance along with main payment. Any loss of GST input credit to BHEL due to fault of bidders shall be compensated by bidders to BHEL along with interest and penalty.

Decision of BHEL regarding fault/ omissions made by bidders in following GST provision resulting in loss of input credit to BHEL will be final and binding on successful bidder.


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