

RFQ-201710051

General Conditions of Contract (GCC):

1. Rates shall be quoted on FOR BHEL RUDRAPUR (Address: CFP-BHEL RUDRAPUR, Kichha Bye Pass Road, Near FCI Godown, U.S.Nagar, Uttarakhand-263153).
2. 100% payment shall be made within in 45 days after receipt and verification of material at store subject to acceptance.
Any deviation in payment terms shall be loaded at (SBI PLR rate at the time of tender opening + 6%) for comparing standing.
3. Validity of the quotation must be 3 months from the date of tender opening.
4. Delivery time should be within 02 months from release of purchase order.
5. 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.

6. 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.

Special Conditions of Contract (SCC):

**7. PV Clause & its applicability:
Copper Base Price:**

- i) Rates should be based on HCL's price of CC Copper Rod Ø16 @Rs. 4, 77, 886 /- PMT of 01.01. 2018, This is the basic HCL price, GST & other statutory levies will be extra as applicable. Rates based on any other base price shall NOT be acceptable.
- ii) Reference: Price circular no. HCL/HO/MKTG/Cu-P/2017-18 dated: 01-JAN-2018.
- iii) Applicable rates shall be those of 1-month prior from the month in which delivery is being made e.g., if delivery of Copper Flat is being made in September that the HCL price of 01-August will be taken for operating PV Clause.
- iv) PVC ratio shall be 1:1 per kg.
PVC ratio other than mentioned above shall not be acceptable.


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8. Please note, total weight of finished copper flats shall be verified for inspection & payment purposes.
9. BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction (RA) process. In such case all qualified bidders will be intimated regarding procedure / modality for RA process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. However, if reverse auction process is unsuccessful as defined in the RA rules/ procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

For more information on RA Event / Procedures / Modalities and Rules, please visit website www.bhel.com & supplier registration page http://www.bhel.com/vender_registration/vender.php

If any bidder do not agree for participation in RA and BHEL decides to go for RA, the respective bid shall be summarily rejected on this ground.

Technical Conditions of Contract (TCC):

10. Technical Specifications of Copper Flats shall be as per AA12008 Rev.05
11. Quality Assurance Plan (QAP)
12. Test Certificates & Guarantee Certificates shall be required with material.
13. **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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