

GENERAL TERMS & CONDITIONS

1. The tender documents are not transferable. These documents can be obtained by authorized/approved contractors from the office of incharge Sub-contracting on or before tender opening date. In case of any difficulty, duplicate copy can be obtained.
2. Sealed tender can be submitted in tender room of Material Management, CFFP, BHEL, Hardwar by bonafide contractors. The contractors shall sign each & every page of tender documents before submitting.
3. The tenders duly filled-in will be accepted upto 13.45 Hrs on or before tender opening date in the tender of Material Management department, CFFP, BHEL, Hardwar. These will be opened on the tender opening day at 14.00 in the presence of tenderer or their one authorized representative who wish to be present.
4. Validity of offer should be for 365 days, for acceptance, from tender opening. However, base rates shall remain valid & firm during the contract period.
5. Incomplete tender will be ignored, however BHEL reserves the right to reject or accept any or all tenders without assigning any reason.
6. Mention permanent account number if allotted by income tax department.
7. The sub-contractor shall follow all the rules & regulation of minimum wages, insurance cover of labour, ESI& PF as per rule. BHEL reserves its right to demand any document at any point of time during the execution of contract.
8. The sub-contractor shall observe all the precautions and safety procedures as required during loading & transportation in factory premises. Also required precaution shall be taken while transportation & operation at their works. Precaution must be taken to ensure that there is no damage or pilferage of the material from CFFP & there is no injury to work man.
9. The sub-contractor shall take adequate steps to prevent any loss or damage to any materials entrusted to him. The sub-contractor shall be liable to pay, to the company, for the damages due to negligence or otherwise in executing the machining work entrusted to him or any other failure or any breach of terms and conditions on the part of the contractor.
10. If the Sub-contractor neglects work or fails to observe and/or follow any of the terms and condition of the agreement, CFFP, BHEL, may without prejudice to their any other rights, terminate this contract by giving 15 days notice in writing with or without forfeiting the Bank Guarantee & Indemnity Bond of the Sub-contractor. The termination of contract by the CFFP, BHEL shall be without prejudice to the CFFP, BHEL's right to recover from the contractor the cost of completing the work by any other agency.
11. The Sub-contractor should have sufficient financial resources to meet all expenses & contractual obligation.
12. The Sub-contractor shall be responsible for fulfilling all legal/statuary requirement along with environmental laws. Any loss to the property (belonging to the sub-contractor or the company) or injury to the staff/labour of the Sub-contractor caused due to any reason will be the sole responsibility of the Sub-contractor. Accordingly the Sub-contractor is advised to take necessary insurance cover. Any liability of BHEL, arising due to Sub-contractor, his staff/labour, materials being handled by him, will be recoverable from the Sub-contractor. Accordingly the Sub-contractor shall indemnify the company.
13. The Sub-contractor shall ensure valid registration with all the State and Central govt. departments as required by various laws such as ESI, PF etc. & submit copies of the same whenever required.
14. The Sub-contractor shall pay wages to the workmen engaged by him at the rates which shall be not less than the minimum wages applicable under law from time to time. BHEL will not entertain any claim or make any reimbursement for additional burden due to change in wages

- structure etc. under the law. The Sub-contractor shall also ensure statutory obligations (PF, ESI etc.) & benefits to his workmen as per provisions of law enforced from time to time.
15. Sub-contractor will be fully responsible for transportation of material to & from CFFP and also for the period material is lying with them for any theft or damage to the material or for damage to third party.
 16. Vendors not registered with CFFP, BHEL need to submit duly filled supplier registration form (SRF) along with Technical Bid. SRF can be downloaded from <http://www.bhel.com>.
 17. The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
 18. **ARBITRATION AND GOVERNING LAW**
All disputes or difference of opinion what so ever that may arise between the company and the Sub-contractor upon or in relation to or in connection with the contract, the same shall be referred to sole arbitration of Head of CFFP, BHEL or such other person as nominated by the Head of CFFP. There will be no objection to any such appointment, or award of the Head of CFFP or the arbitrator so appointed. The award shall be final and binding on the company and the sub-contractor. The arbitration proceeding shall be held at Ranipur, Hardwar. Work under contract shall continue during the arbitration proceeding, unless otherwise directed in writing by the company or unless the matter is such that the work can not be possibly continued till the decision of arbitration. Provisions of applicable arbitration and conciliation Act. shall apply.
 19. Court at Hardwar shall have sole Jurisdiction in the cases arising out of this Contract .
 20. Risk Purchases: In case of delayed or defective supplies or non-fulfilment of any other terms & conditions given in tender and sub-contracting order, BHEL may cancel the subcontracting order in full or part thereof and get the job machined from alternative sources at the risk and cost of supplier/contractor.
 21. NOTE: Special conditions of enquiry, if enclosed, will supersede the standard/general terms of enquiry. Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void.

TERM & CONDITIONS

- 1) **SUBMISSIONS OF TENDERS:** Quotation in triplicate must be enclosed in a sealed cover which must have the complete enquiry number and the due date mentioned above duly super scribed invariably sent under "REGISTERED POST, ACKNOWLEDGEMENT DUE" addressed. TO THE MATERIALS MANAGER CENTRAL FOUNDRY FORGE PLANT BHEL HARDWAR. The quotations must be posted with due allowance delay. Alternatively the tender duly sealed and super scribed may be deposited in the Tender Box placed in the Office of the under signed. "ANY TENDER NOT SUBMITTED IN THIS MANNER ARE LIKELY TO BE IGNORED OPENING". All lenders must reach this Office/deposited-in the Tender Box before 2 P.M. The Tenders will be opened on the due date at 2P.M in the office of the undersigned in the presence of the tenderers who may like to be present. LATE TENDERS ARE LIABLE TO Rejection.
- 2) **PRICES:** (i) Prices should be quoted for delivery on FO.R Destination basis inclusive of insurance Full wagon load shall be consigned to B.H.E.L. Ranipur siding served by Hardwar (Rly.Code A.W.C.B). The delivery by Road Transport will be made at our Stores in the plant. **Ex-Go** down rate must include packing & Forwarding charges. If applicable extra-please indicate percentage. (ii)The prices should be quoted as per DGS & rate contract if any held by the tenderer currently a copy of the rate contract should be enclosed, if there is no rate contract, lowest, prices applicable to DGS &D and other Gov. Depts. should be quoted and a certificate to this Effect must.be incorporated in this quotation.
- 3) **DELIVERY:** (a) the supply must be made within the delivery period mentioned. If the tenderer can't arrange supply during the required delivery period, the alternative delivery period may be offered in clear terms. Please note that delivery is the essence of contract (b) if the delivery is not completed within the prescribed time specified in the order, supplier shall be liable to an unconditional penalty of 1/2% of the price of goods in arrears per week subject to a maximum of 10%. For material not supplied in time and/or not conforming to specification, the purchaser shall have the discretion to resort purchase from melee where on the risk and cost of the supplier without any notices.
- 4) **EARNEST MONEY:** A sum equal to 2% of tendered value (rounded to nearest multiple of 10) must be deposited as earnest money along with the quotation in the form of a Crossed Demand Draft In favour of Bharat Heavy Electricals Limited Ranipur (Hardwar) or as a post office Saving bank Account Pass Book or Post. Office 12 years National Saving Certificates pledged to the Accounts officer Bharat Heavy Electricals .Ltd, Hardwar, Tender received without earnest money or not in the proper form is liable to rejection.
- 5) **SECURITY DEPOSIT:** Earnest money of the successful tenderers shall be converted in to security deposit in addition a further sum up to 5% of the tendered cost may be called from successful tenders which shall have to be deposited within 10 days Security deposit shall be released only after satisfactory Execution of the contract Any Compensation penalty or other sums of money may be deducted from the Security Deposit.
- 6) **TERMS OF PAYMENT:** (i) Payments Terms: 100% after receipts and acceptance through e-mode within 30 days. (ii) For consumable, Stores our standard terms of payment after inspection & acceptances at our stores.
- 7) **SPECIFICATIONS:** The goods offered must conform to the required specification of the latest ISI/BSS specification. (ii) Manufacture's name trademarks etc. must be stated in the offer complete illustrative Technical literature/catalogue drawing should be attached with the offer falling which the same may be ignored (iii) The Price must be quoted only in the units mentioned (iv) Original Trust Certificates from the Manufactures Govt.. Test House will have to be produced wherever required without any extra cost. This may please be clearly confirmed in the quotation without which the offer will not be considered (v) the stores equipment offered shall have to be guarantee period shall be removed by the supplier free of cost and at their risk.
- 8) **SAMPLES:** Wherever demanded/necessary, parties may submit sample before the tender opening, these should be properly tagged indicating the supplies Name enquiry no. and due date against which the same shall be returned on freight to pay basis per goods train. Expenses incurred in this connection will be payable by the party offers received without sample where demanded may be rejected.
- 9) **PENALTY:** Orders placed against this enquiry will be subject to normal clauses for imposing of penalty liquidated risk Purchase, cancellation, arbitration as per terms of purchase order in case of delay in effecting supply of other defaults.
- 10) **TESTIMONIALS:** Income tax Clearance certificate and other testimonials from Bank or other authorities may be called by us wherever necessary.
- 11) **QUANTITIES:** All the quantity in the enquiry may not be ordered, Suppliers should be prepared, to accept orders for reduced quantity, without any extra charges.
- 12) **VALIDITY:** All quotations should be valid for acceptance in part or in full for 12 months from the date of opening.
- 13) **RIGHT OF ACCEPTANCE:** Bharat Heavy Electricals Ltd Ranipur (Hardwar) reserves the right to reject any or all tenders without assigning any reason thereof, Quotation not in accordance with the above instructions and conditions will be disqualified.
- 14) **DRAWING AND STANDARDS:** All drawing & standards are proprietary of BHEL. It must not be used in any way deter mental to the interest of the company & should not be used for any other purpose except to process BHEL's job.
- 15) **INSURANCE COVER:** Vendor should take adequate insurance cover (value as per excise challan) for BHEL material issued to their for job work.

**Yours Faithfully
FOR MANAGER (MATERIALS)**