

| Sl. No. | Terms                                            | Description                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| 1       | Technical Specification                          | Item shall be supplied as per RFQ                                                                                                                                                                                                                                                                                                                                                                                               |
| 2       | Test Certificate                                 | The Test Certificate is required in original along with material                                                                                                                                                                                                                                                                                                                                                                |
| 3       | Guarantee Certificate                            | Guarantee certificate required for a period of 1 year from the date of supply. If any defect noticed within the time frame the same shall be replaced with new one to risk & cost of supplier within 30 days from intimation.                                                                                                                                                                                                   |
| 4       | Qty Variation                                    | Quantity variation in lot size is applicable @ +/-5%.                                                                                                                                                                                                                                                                                                                                                                           |
| 5       | Shelf Life Period                                | Shelf Life of grinding wheel should be not less than 3 years from date of manufacturing                                                                                                                                                                                                                                                                                                                                         |
| 6       | Shelf Life Requirement                           | Shelf life certificate is required along with each lot.                                                                                                                                                                                                                                                                                                                                                                         |
| 7       | General Requirement for Lot                      | Supplier is required to supply the items of one batch in one lot., also the items of latest manufacturing date shall be supplied.                                                                                                                                                                                                                                                                                               |
| 8       | Inspection                                       | Final Inspection of the item shall be done at BHEL.                                                                                                                                                                                                                                                                                                                                                                             |
| 9       | Delivery                                         | Delivery of 1st lot shall be made within 6 weeks from date of issue of PO. Delivery of item shall be lot wise as per given schedule. Date of receipt at FP Store, BHEL-CS&FP, Jagdishpur works shall be treated as date of delivery. Early & Part delivery is acceptable                                                                                                                                                        |
| 10      | Delivery Term                                    | Deliveries shall be F.O.R. FP Store, BHEL-CS&FP Jagdishpur                                                                                                                                                                                                                                                                                                                                                                      |
| 11      | Insurance                                        | Insurance shall be borne by Vendor                                                                                                                                                                                                                                                                                                                                                                                              |
| 12      | 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.                   |
| 13      | Quote Unit Rate of item inclusive of all charges | The bidders to quote the basic price of item inclusive of packing forwarding, freight , insurance and other charges, if any.                                                                                                                                                                                                                                                                                                    |
| 14      | Evaluation                                       | Evaluation shall be done on the basis of landed cost to BHEL, CS&FP Stores, and Jagdishpur inclusive of loading, if any.<br>In case vendor do not accept BHEL, CS&FP, Jagdishpur payment terms/Delivery Term/ Penalty for delay Clause/Bank Guarantee clause as per enquiry than proper loading shall be done.<br>The same shall be intimated prior to its application.                                                         |
| 15      | Terms of Payment                                 | 100% within 30 days from date of receipt of material at FP Store, BHEL-CS&FP , subject to acceptance (SRV) of material.For MSME vendor's payment shall be done as per MSME act of GOI.                                                                                                                                                                                                                                          |
| 16      | Validity of offer                                | Offer validity will be for 90 days from date of opening of Part-I of enquiry                                                                                                                                                                                                                                                                                                                                                    |
| 17      | 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 unconditional 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.<br>Note: "Recovery of LD will include GST as applicable." |
| 18      | Rejections:                                      | The supplier shall arrange replacement/repair within one month 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.                                                                                                                           |

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| 19 | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 20 | Arbitration     | Any dispute arising out of this contract shall be referred to the sole arbitration of GM-CS&FP, BHEL, Jagdishpur. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at Administrative building, BHEL, CS&FP, Jagdishpur.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 21 | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 22 | Consignee       | The Stores Officer, FP Store, BHEL–CS&FP, I.A. Jagdishpur, Distt. Amethi (UP)-227817                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 23 | Billing Address | The Purchase officer, CS&FP, BHEL, I.A. Jagdishpur, Distt. Amethi (UP)-227817                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 24 | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 25 | Reverse Auction | BHEL reserve the right to go for Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) 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 <a href="http://www.bhel.com">www.bhel.com</a> ). |

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| 26 | Note | <p>All the terms &amp; conditions of the contract with respect to Taxes &amp; Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms &amp; 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</p> <p>GST Portion of invoice shall be released on</p> <ul style="list-style-type: none"> <li>• Vendor declaring such invoice in his GSTR-1 and</li> <li>• Receipt of Good and Tax Invoice as per GST and</li> <li>• Confirmation of Payment of GST thereon by vendor</li> </ul> <p>The finance dept will hold the payment of GST charged in bill and make payment of after compliance of above.</p> <p>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.</p> |
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For CS&FP BHEL GSTIN Reg. No:09AAACB4146P2ZC  
State Code: 09 (Uttar Pradesh)