

ANNEXURE-II
GENERAL TERMS & CONDITIONS OF CONTRACT

1. SUBMISSION OF TENDER

1.1. General

- 1.1.1. The tender shall be addressed to the official as specified in the Tender Enquiry and shall be submitted with one original and one duplicate copy.
- 1.1.2. Sealed Tenders may be submitted personally, by Courier or by registered post with due allowance for any transit/postal delay. The tenders received after due date and time of opening are liable to be rejected. Telegraphic offers and offers received by fax/email may be considered if confirmed by detailed written offers later on are submitted.
- 1.1.3. The Tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the Tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before submission of the tender. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the Tenderer in his Offer.
- 1.1.4. Tenderer must fill the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the offer must be signed, stamped and submitted by the Tenderer. The information furnished shall be complete by itself.
- 1.1.5. The tender shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 1.1.6. All entries in the tender shall either be typed or be written in blue ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. The Tenderer shall duly attest all cancellations and insertions. Signatures shall be in blue ink.
- 1.1.7. The Offer shall be signed by a person who has requisite authority from the Tenderer to do so.
- 1.1.8. Standard pre-printed conditions of the Tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

1.2. Two Part Bids

- 1.2.1. Bidders shall submit the offer in 02 inner envelopes (covers) and one outer envelop (cover) as indicated below.
- 1.2.2. **Envelope I:** This sealed envelope should contain all the copies of technical & commercial bid together with **Un-Priced Bid (price formats without prices)**. This envelope should be clearly marked "**Part I - Technical and commercial bid**", indicating Tender No., Due Date and Address & Reference of the Bidder. This Bid should be as per format given in **Annexure-I**.
- 1.2.3. **Envelope II:** This sealed envelope should contain only **price formats with prices**. This envelope should be clearly marked "**Part II - Price bid**", indicating Tender No., Due Date and Address & Reference of the Bidder.
- 1.2.4. All the envelopes shall be put in one envelop, duly sealed, super scribed as Part I and Part II of Enquiry No., due date of opening, name & address of the officer inviting Tender and the address and reference of the Bidder.

1.3. Part I – Technical and Commercial Bid

1.3.1. Technical

This part shall include / indicate the following:

- 1.3.1.1. Complete scope of supply with all technical details and other terms and conditions.
- 1.3.1.2. List of customers to whom same or similar supply has been made.

1.3.2. Commercial

This part shall include your commercial terms and conditions including the following:-

- 1.3.2.1. Duly Filled up and signed Annexure-I
- 1.3.2.2. Terms of payment
- 1.3.2.3. Taxes & duties applicable.
- 1.3.2.4. Delivery Schedule
- 1.3.2.5. Offer validity
- 1.3.2.6. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without price particulars. Instead of the price, the Tenderer shall write 'quoted' against the item for which price have been quoted in the Price Bid.

1.4. Part II (PRICE- BID)

This part should contain the schedule of price particulars co-related to the technical details provided in Part I.

2. OPENING OF TENDERS

- 2.1. The offer should reach our office on or before 13.15 hrs on the due date. The tender can also be dropped in the Tender Box kept at Administrative Building Gate. The tenders will be opened after 14.00 hrs on the due date in presence of all bidders who will be present.
- 2.2. Authorised officer of BHEL at his office shall open tenders at the time and date as specified in the tender notice in the presence of such of those bidders or their authorised representative who may be present. However, The Purchaser reserves the right to open the tenders in-camera.
- 2.3. The Part I - Technical & commercial bid alone would be opened on the Tender opening date.
- 2.4. The Part II - Price bid of only those Bidders who have been found to be techno-commercially suitable would be opened at a later date. These Bidders would be informed about the tender opening date.
- 2.5. Clarifications, if any, required by BHEL for technical and commercial evaluation may be sought from Bidders before opening of Part II - price bid.
- 2.6. In case it becomes necessary for the Tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes advised by the purchaser to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted in the form of a revised price bid, if asked for by the Purchaser.
- 2.7. If a revised price bid has been submitted, normally only the final revised price bid shall be opened. However, BHEL reserves the right to open the earlier price bids, if required.
- 2.8. Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of the tender.

3. VALIDITY OF OFFER

- 3.1. The offer shall be open for acceptance from the date of opening of tender Part-I for 90 Days period. In case the Purchaser calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the Tenderer.

4. REJECTION OF TENDER AND OTHER CONDITIONS

- 4.1. The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the Tenders without assigning any reason whatsoever.
- 4.2. Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 4.3. If the Tenderer deliberately gives wrong information in his tender, Purchaser reserves the right to reject such tender at any stage or to cancel the Contract, if awarded.
- 4.4. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Tenderer who resorts to canvassing are liable to be rejected.

5. EVALUATION OF OFFERS

- 5.1. Evaluation of offers shall be on the basis of delivered cost at BHEL Jhansi i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages.
- 5.2. Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer.
- 5.3. Loading criteria in respect of the deviations shall generally be on the principle of time and value of money in respect of commercial deviations, and similar quantification – as may be decided by the Purchaser – in respect of technical deviations.
- 5.4. Loading criteria in respect of the deviation(s) shall be communicated to the concerned Bidder(s) before Price Bid opening. If a Bidder unconditionally withdraws any deviation before Price Bid opening, the same shall not be loaded.
- 5.5. The Purchaser reserves its right to negotiate with the Bidder and / or go for reverse auction.
- 5.6. The Purchaser reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy of the Govt. of India.

6. PRICES

- 6.1. The prices quoted shall be firm.
- 6.2. The excise duty and sales tax/ VAT for Indian supplies will be paid at the rate applicable on the day of dispatch. However, if the item is delayed and amount of excise duty and/ or sales tax/ VAT on the day of dispatch is higher than the

amount applicable on the scheduled delivery date, the amount applicable on the scheduled delivery date will be payable.

- 6.3. Any other taxes and duties payable as extra to the quoted price shall be specifically stated in the Offer. The Purchaser will not be liable for payment of taxes and duties not specifically mentioned in the Offer.

6.4. Fixed price

- 6.4.1. Prices quoted by the bidder shall be fixed and not subject to any variation whatsoever during the period of Bid validity and execution of the Purchase Order.

- 6.4.2. Prices shall be written in words and figures. The discrepancy in quoted price, if any, shall be corrected as follows:

- If there is a discrepancy between words and figures, the amount given in words shall prevail.
- If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price and quantity, the unit price shall prevail.
- If there is a discrepancy between the sub-total price and total price which is obtained by adding the various sub-total prices, the sub-total price shall prevail.
- The Order will be issued on the corrected price or the quoted prices for the complete scope of work (whichever is lower).

7. DELIVERY

- 7.1. Bidders are required to quote their best delivery period.

8. TERMS OF PAYMENT:

100% of P.O. value will be paid after 60 days after acceptance of the material at BHEL Jhansi works.

8.1. Income Tax

- 8.1.1. Income Tax at the prevailing rate on gross value of work done and applicable surcharge/ cess shall be deducted from the bills as per relevant rules unless exempted by the Income Tax Authorities.

8.2. MODVAT credit (for Indian Bidders only)

- 8.2.1. The price bid must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the Vendor is availing MODVAT credit for his input materials, the effect of proforma credit should be passed on to the Purchaser.

9. INVOICES AND PAYMENT DOCUMENTATION

9.1. Invoices shall be issued by the Supplier in the name of the Purchaser.

9.2. The invoices shall contain the following information:

- i) Item Description
- ii) Quantity as per Purchase Order.
- iii) Gross amount payable and net amount payable.

10. RISK PURCHASE

10.1. If the Vendor is found to be not in a position to execute the Order in time, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase and/or complete the work from elsewhere at the risk and cost of the Vendor either the whole of the goods or any part which the supplier has failed to deliver/ despatch or complete the work within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore.

11. PURCHASER'S RIGHT OF REJECTION

11.1. Notwithstanding any approval which Purchaser or the Engineer may have given in respect of the Equipment or any materials or other particulars or the work or workmanship involved in the performance of the Contract (whether with or without any test carried out by Seller or the Inspection Agency or under the direction of the Contract Engineer), and notwithstanding delivery of the Equipment where so provided to the Purchaser, the Purchaser shall be entitled to reject the Equipment or any part, portion or consignment thereof, if such Equipment or part, portion of consignments thereof is not in all respects in conformity with the terms and conditions of the Contract whether on account of any loss, storage, deterioration or damage before dispatch or delivery or during transit or otherwise, whatsoever.

11.2. Rejected goods or materials shall be removed by the Seller from the Site. The expenses to be incurred in respect thereof shall entirely be borne by the Seller.

12. REVERSE AUCTION (RA)

12.1. BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken by BHEL after techno-commercial evaluation.

12.2. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice already enumerated at CI 2 of this document.

13. FURTHER CLARIFICATIONS : For any clarifications, please contact the following :-

Name	Mr. Anil Bhargava	Mr. Rajive Sethia	Mr. M.K. Khare
Designation	Purchase Officer	Sr. Manager (MM)	AGM (MM)
eMail ID	fe@bheljhs.co.in	sethia@bheljhs.co.in	muktikant@bheljhs.co.in
Phone	0510-2412738	0510-2412212	0510-2412237