

**BHARAT HEAVY ELECTRICALS LIMITED
ELECTROPORCELAINS DIVISION, BANGALORE-12**

TENDER FOR THE SUPPLY OF 2.5 MW GEAR BOX

GENERAL TERMS & CONDITIONS

TENDERS SHOULD BE SUBMITTED IN TWO PARTS

<u>PART-A: TECHNO-COMMERCIAL BID</u>	<u>PART-B: PRICE BID</u>
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THE OFFER SHOULD BE SUBMITTED IN A SEALED COVER SUPER SCRIBING TENDER NUMBER & DUE DATE ADDRESSED TO:

AGM/ MM

BHARAT HEAVY ELECTRICALS LTD
ELECTRO PORCELAINS DIVISION
PROF., C N R RAO CIRCLE
PB NO: 1245, SCIENCE INSTITUTE POST
BANGALORE – 560 012

SO AS TO REACH HERE WITHIN 2P.M. ON THE DUE DATE AND THE TENDERS WILL BE OPENED AT 2-30P.M. ON THE SAME DATE IN THE PRESENCE OF THOSE VENDORS OR THEIR AUTHORISED REPRESENTATIVES WHO WISH TO BE PRESENT. THE DUE DATE MAY BE ALTERED IN CASE OF INSUFFICIENT RESPONSE FROM VENDORS OR URGENCY OR ANY OTHER REASONS DEEMED VALID. RE-FLOATING ALSO MAY BE RESORTED TO WITH OR WITHOUT OPENING THE RECEIVED RESPONSES UNDER THE AFORESAID CIRCUMSTANCES.

THE OFFER SHALL BE IN TWO PARTS- PART-A TECHNO-COMMERCIAL AND PART-B-PRICE. EACH PART SHALL BE PUT IN A SEPARATE SEALED COVER AND THE COVER SHOULD HAVE THE CORRESPONDING PART NAME, SUBJECT OF TENDER AND DUE DATE WRITTEN ON IT. IF BOTH PARTS ARE FOUND IN OPENED CONDITION IN A SINGLE SEALED COVER, THE SAME OFFER WILL BE SUMMARILY REJECTED. ONLY THE TECHNO-COMMERCIAL PART WILL BE OPENED ON THE DUE DATE. THE TENDERS MEETING OUR TECHNO-COMMERCIAL REQUIREMENTS WILL BE CONSIDERED FOR PRICE BID OPENING AT A LATER DATE FOR WHICH ELIGIBLE VENDORS WILL BE INTIMATED IN DUE COURSE. VENDORS WILL BE GIVEN DUE OPPORTUNITY TO COMPLY WITH BHEL REQUIREMENTS IN A TIME FRAME IN CASE THERE IS ANY NON-COMPLIANCE IN THE ORIGINAL QUOTE

I. TECHNO-COMMERCIAL CONDITIONS SHALL INTERALIA CONTAIN THE FOLLOWING:-

COMPLETE TECHNICAL OFFER INCLUDING DETAILED SPECIFICATIONS, DRAWINGS, CATALOGUES AND TEST REPORTS ETC., AS REQUIRED TOGETHER WITH EXPERIENCE LIST TO BE FURNISHED. IN ADDITION TO THIS THE SUPPLIER SHOULD ALSO COMPLETE TECHNICAL REQUIREMENT MENTIONED IN THE ATTACHED TABLE FOR EVALUATION, IF PROVIDED. .

EXPERIENCE LIST SHALL INCLUDE DETAILS OF SUPPLIES OF SAME OR SIMILAR SPECIFICATION MADE TO MAJOR CUSTOMERS **PRICES SHALL NOT BE MENTIONED IN THIS OFFER. UNPRICED OFFER ONLY TO BE ATTACHED COMPULSORILY.**

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II. COMMERCIAL ASPECTS COVERING:

- SCOPE OF SUPPLY :
- STATUTORY LEVIES :
- TERMS OF PAYMENT :
- MODE OF PAYMENT :
- DELIVERY TERMS :
- GUARANTEE / WARRANTY OF THE EQUIPMENT INCLUDING BOUGHT OUT ITEMS
- PACKING& FORWARDING
- TRANSIT INSURANCE
- APPROX SIZE OF THE PACKED MATERIALS AND VOLUME
- LIST OF ALL BOUGHT ITEMS AND MAKES
- VALIDITY OF THE BID

III. COMPANY PROFILE:

PARTIES SHOULD BE REGISTERED WITH THE CONCERNED EXCISE & SALES TAX AUTHORITIES AND SHOULD QUOTE RELEVANT REGISTRATION NO. IN THE OFFER. RELEVANT REGISTRATION CERTIFICATE COPIES MUST BE ENCLOSED. AUDITED FINANCIAL RESULTS OF PREVIOUS 2 FINANCIAL YEARS SHOULD BE FURNISHED.

IV. DELIVERY:

EARLIEST POSSIBLE DELIVERY TO BE CLEARLY SPECIFIED IN THE OFFER. THE VENDOR MAY ALSO QUOTE THE EARLIEST DELIVERY PERIOD FOR MATERIAL DELIVERY.

IV. DELIVERY TERM:

FOR BHEL-EPD STORES. UNLOADING AT BHEL

V. VALIDITY OF THE OFFER:

75DAYS FROM DATE OF OPENING OF TECHNO-COMMERCIAL BID, EXTENDABLE TO A MUTUALLY AGREED PERIOD.

VI. PRICE IMPACT:

IN CASE, OUT COME OF TECHNO-COMMERCIAL DISCUSSION HAS ANY PRICE IMPLICATION, ONLY CORRESPONDING **PRICE IMPACT** IS TO BE SUBMITTED BY THE VENDOR IN A SEALED COVER WHICH WILL BE OPENED ALONGWITH THE ORIGINAL PRICE BID ON THE SPECIFIED DATE. IN THE EVENT OF VENDORS OPTING TO REVISE AND SUBMIT THE LATEST PRICE BID ONLY SUCH REVISED PRICE BID WILL BE OPENED ON THE SPECIFIED DATE.

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VII Price Evaluation: PRICES SHALL BE CONSIDERED ON LANDED COST BASIS (COST TO BHEL). LANDED COST SHALL BE WORKED OUT ON PRICE QUOTED INCLUDING FREIGHT, EXCISE DUTY, AND SALES TAX AFTER TAKING OUT CENVAT AND VAT BENEFIT, AS APPLICABLE. THE COMPARATIVE STATEMENT SHALL BE WORKED OUT ON OVERALL LANDED COST BASIS FOR THE WHOLE PACKAGE.

- a) The comparative statement of the prices prepared on the reference date shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors.
- b) The lowest price received against BHEL tender need not be commercially lowest price (L1) and BHEL reserves the right to NEGOTIATE the same
- c) BHEL reserves the right/option to REFLOAT the tender if L1 price is not the lowest acceptable price to BHEL.

VIII. PAYMENT TERMS:

ALL PAYMENTS WILL BE MADE BY ELECTRONICS TRANSFER OF FUNDS (EFT) SYSTEM. THE VENDOR SHOULD FURNISH THE EFT MANDATE.

PAYMENT WILL BE MADE WITHIN 30DAYS OF RECEIPT AND ACCEPTANCE OF MATERIAL

IX. LOADING FACTOR:

IF THE OFFER IS NOT INLINE WITH THE TERMS & CONDITIONS SPECIFIED BY BHEL THE FOLLOWING LOADING CRITERIA WILL BE ADOPTED FOR EVALUATION.

A. PAYMENT TERMS:

INTEREST @ 14% P.A. SHALL BE COMPUTED FOR THE DIFFERENTIAL PERIOD BETWEEN BHEL TERMS OF PAYMENT AND THAT OFFERED. NO UNSECURED ADVANCE PERMITTED.

B. TRANSPORTATION CHARGE:

AS PER BHEL RATE CONTRACT PREVAILING ON THE DATE OF OPENING OF TENDER

C. TRANSIT INSURANCE:

AS PER BHEL RATE PREVAILING ON THE DATE OF OPENING OF TENDER

D. OTHERS:

ANY OTHER COST COMPONENT WHICH THE VENDOR HAS NOT QUOTED. EITHER A SEALED QUOTE FROM THE VENDOR WILL BE OBTAINED OR THE HIGHEST OFFER FOR THAT COMPONENT WILL BE LOADED

E. BHEL will have the option to defer the supplies of any purchase order with a notice period of 20 calendar days.

F. In case of unsatisfactory performance of quality / delivery BHEL will have right to discontinue the contract in part or full.

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X. DEVIATIONS:

A SEPARATE SHEET INDICATING DEVIATIONS IN TECHNICAL SPECIFICATION, COMMERCIAL TERMS AND CONDITIONS TO BE ENCLOSED IN PART A OF THE OFFER.

XI. LIQUIDATED DAMAGES:

IN CASE OF COMPOSITE CONTRACT, FOR ANY DELAY IN SUPPLY @ rate of 0.5 % PER WEEK UPTO A MAXIMUM OF 5% OF THE CORRESPONDING COMPONENT OF ORDER VALUE WILL BE DEDUCTED

XII. CLARIFICATIONS SOUGHT BY BHEL DURING TECHNICAL & COMMERCIAL EVALUATION

IN CASE BHEL ASKS FOR ANY CLARIFICATION THE VENDOR HAS TO SUBMIT THE SAME WITHIN THE SPECIFIED DATE OTHERWISE THE OFFER WILL BE EVALUATED CONSIDERING THE CLARIFICATIONS, IF ANY RECEIVED, AS ON THE SPECIFIED DATE. NO GRACE PERIOD OR LATE SUBMISSION IS ALLOWED

XIII. RISK PURCHASE CLAUSE:

BHEL, AT ITS OPTION, WILL BE ENTITLED TO PURCHASE ELSEWHERE AT THE COST AND RISK OF THE VENDOR, EITHER THE WHOLE OR PART OF THE GOODS WHICH THE VENDOR HAS FAILED TO DELIVER WITHIN THE STIPULATED TIME. THE VENDOR SHALL BE LIABLE FOR ANY LOSS THAT BHEL MAY SUSTAIN BY REASON OF SUCH RISK PURCHASES. BHEL RESERVES THE RIGHT TO CANCEL THE CONTRACT IN FULL OR PART, IF PERFORMANCE WITH RESPECT TO QUALITY AND DELIVERY IS UNSATISFACTORY; AND BHEL SHALL HAVE THE RIGHT TO ENTER INTO CONTRACT WITH OTHER VENDORS AGAINST SUCH CANCELLATION OF CONTRACT AGAINST RISK PURCHASE CLAUSE.

XIV. INSPECTION:

INSPECTION OF THE MATERIALS WILL BE CONDUCTED BY BHEL EITHER ON IT RECEIPT AT BHEL OR AT VENDORS PLACE. IN CASE OF PRE DESPATCH INSPECTION ADEQUATE NOTICE HAS TO BE GIVEN BY THE VENDOR FOR DEPLOYMENT OF BHEL'S PERSONNEL. BHEL HAVE RIGHT TO REVIEW THE QUALITY PLAN OF THE MANUFACTURER AND ACCESS TO THE PROCESS DATA OF THE MANUFACTURER. ALL NECESSARY TEST & CALIBRATION CERTIFICATES SHOULD ACCOMPANY SUPPLY.