

Annexure-II

Commercial / General Terms and Conditions

1. BIDDER TO INFORM HIMSELF FULLY:

- 1.1. The bidder shall closely peruse all the clauses, specifications, drawings etc., specified in the tender documents, and the offer made should be in accordance with these documents. If bidder requires any clarification and additional information on any of the tender documents/conditions, the bidder shall contact the BHEL Official inviting bids at the earliest.
- 1.2. Bidders are advised to study all the tender documents carefully and submit their offer and the Bidder obliged to honor the offer without any modifications. Any offer not meeting the scope/specifications, terms, conditions, and any other clause specified in the tender documents shall be liable to be rejected.
- 1.3. No Counter Conditions will be accepted and bids with counter conditions will be summarily rejected. Any deviations shall be indicated under relevant clauses only.

2. PROCEDURE FOR SUBMISSION OF BIDS

- 2.1. Tender dates and Tender documents are available in the BHEL Website http://bhel.com/tender/list_tender.php. Tender documents may be downloaded.
- 2.2. Earnest Money Deposit (EMD): EMD of Rs **60,000/-** shall be submitted with the offer, in the form of Demand Draft from any nationalized bank / scheduled bank, drawn in favour of M/s Bharat Heavy Electricals Limited, Ramachandrapuram, Payable at Hyderabad. EMD is exempted for bidders having valid registration with NSIC (National Small Industries Corporation Ltd).
- 2.3. The Techno-Commercial bid and the Price Bid shall be submitted on or before 11:00 Hrs of the due date indicated in the tender notice.
- 2.4. Offer shall be made in two parts in separate envelopes, as specified below.

Part-I: Techno-Commercial Bid

This part shall consist of the following documents in a separate envelope:

- a. Demand Draft for **Rs 60,000/** towards EMD (Earnest Money Deposit).
- b. Annexure-I (Scope and Technical Criteria for LAN Extension_2011), Annexure-II (Commercial / General Terms & Conditions) - duly completed and signed.
- c. Annexure-III - Price Bid without price/values, but specifying the applicable Levies/Taxes - duly completed and signed.
- d. Proof / record of Bidder's documents for the verification of qualification criteria.
- e. Bidder may include literature/leaflets, which is relevant to the offer and no general literature shall be enclosed.
- f. The offer shall not contain any counter Conditions / Terms by the bidder.

Part-II: Price Bid

This part shall consist of the following documents in a separate envelope:

- a. Price Bid as per the format defined in Annexure-III. The prices shall be quoted in Indian Rupees only.
- b. Price Bid shall not contain any technical details and/or Techno-Commercial terms/conditions.

Name:

Company Seal

Signature: with Date:

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3. MARKING ON THE ENVELOPE

3.1 The offer – Part-I and Part-II – shall be enclosed in separate envelopes with bidder’s distinctive SEAL and super-scribed with the details given below:

- PART-I:**
1. “PART-I: TECHNO-COMMERCIAL BID”
 2. Tender Reference and Description of the Tender
 3. Due Date for Opening of the Tender
- PART-II:**
1. “PART-II: PRICE BID”
 2. Tender Reference and Description of the Tender
 3. Due Date for Opening of the Tender

The two Envelopes of Part-I and Part-II shall be enclosed in another envelope and submitted with markings specified below:

1. Tender Notice / Tender Reference and Description of the Tender
2. Due Date for Opening of the Tender
3. Bidder's Address and SEAL

Note: Un-sealed envelopes and envelopes not super-scribed as above are liable to be rejected.

4. BID SUBMISSION

4.1 Bids shall be sent to the following address:

Sr Manager, Purchase-co-ordination
VENDOR COMPLEX,
BHEL, RAMACHANDRAPURAM,
HYDERABAD – 502032

Alternatively, Bids may be dropped in the tender box in the Vendor Complex.

Late / delayed Bids will be rejected.

5. BID OPENING

- 5.1 PART-I (Techno-commercial bid) shall be opened on the due date and time as specified in the Tender Notification, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened only for such offers, which have qualified after evaluation of PART-I.
- 5.2 For Price Bid (Part-II) opening, date and time of Price opening shall be intimated to the bidders qualified in PART-I.
- 5.3 Not more than two representatives will be permitted to be present for the tender opening. Representative participating in Tender Opening must bring company’s authorization letter.
- 5.4 Unsolicited bids shall not be entertained at any stage of the tendering process.
- 5.5 No Literature / Data Sheets other than what is relevant for the offer shall be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 5.6 BHEL reserves the right to carry out negotiations with bidder on the tender offer / price.

6. VALIDITY OF OFFER

6.1 The offer shall have a minimum validity period of Three months from Tender Opening Date.

Name:

Company Seal

Signature: with Date:

7. TENDER EVALUATION

- 7.1 The offer shall have a minimum validity period of Three months from Tender Opening Date.
- 7.2 The offers will be evaluated based on Total Value for all the Items.
- 7.3 No weightage or preference will be given for higher/additional warranty/configuration/rating, than what is required as per tender specifications.

8. EMD

- 8.1 EMD by the Tenderer will be forfeited if:
 - a. After opening the tender, the bidder revokes the tender within the validity period or increases his earlier quoted rates.
 - b. The successful bidder does not commence the work as per the terms Contract.
- 8.2 EMD shall be refunded to unsuccessful bidders, **normally within fifteen days of acceptance** of award of work by the successful bidder.
- 8.3 EMD of successful bidder will be converted to Security Deposit. If Security Deposit is not applicable or provided in other form/mode, EMD will be refunded after commencement of work.
- 8.4 EMD shall not carry any interest.

9. SECURITY DEPOSIT

- 9.1 Successful Bidder shall furnish Security Deposit, before start of work, at the rates given below:
Up to Rs 10 Lakhs: 10% of value of contract
Above Rs 10 Lakhs up to Rs.50 lakhs: Rs.1 Lakh + 7.5% of the amount exceeding Rs 10 Lakhs
Above Rs 50 Lakhs: Rs 4 Lakhs + 5% of the amount exceeding Rs 50 Lakhs
- 9.2 Security Deposit shall be furnished in any one of the following forms:
 - i. Cash (as permissible under the Income Tax Act)
 - ii. Pay Order, Demand Draft in favour of M/s Bharat Heavy Electricals Limited, Ramachandrapuram, Payable at Hyderabad
 - iii. Local cheques of scheduled banks, subject to realization.
 - iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - v. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras, etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged).
 - vi. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged.
 - vii. Recovery of Security Deposit from the running bills at the rate of 10%. In this option, at least 50% of the Security Deposit shall be furnished before the start of the work and the balance (up to 50%) will be recovered from the running bills.

(Note: Acceptance of Security Deposit against Sl. No. (v) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- 9.3 The Security Deposit shall not carry any interest.
- 9.4 EMD of the successful bidder will be adjusted against the Security Deposit. On furnishing required Security Deposit in other form, EMD will be refunded.
- 9.5 Security Deposit shall be refunded after completion of the contract as per the tender terms.

Name:

Company Seal

Signature: with Date:

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10. EXECUTION, PENALTY and TERMINATION

- 10.1 **Execution:** Installation requirements will be intimated to the Bidder and shall be completed as per BHEL schedule.
- 10.2 **TERMINATION:** BHEL reserves the right to cancel the order for delay or non-performance, without any monetary or legal obligations.

11. PAYMENT TERMS

- 11.1 Payment will be made for the completed work on monthly basis, within 90 days from the date of Invoice acceptance. Payment to SSI Units (Registered with BHEL) will be made within 45 days from the date of despatch / invoice. In no case BHEL shall accept to pay advance / liability towards interest.

12. LANGUAGE AND CORRECTIONS

- 12.1 The offer shall be in English only and international numerals shall be used.

13. AGREEMENT

- 13.1 The Successful bidder shall enter into a Works Contract agreement with BHEL on non-judicial stamp paper of required value, at vendor's own cost, in the format specified by BHEL.

14. GOVERNING LAW

- 14.1 This contract shall be governed in all respects by India Law.

15. ASSIGNMENT

- 16.1 No part of this contract shall be assigned without the consent of BHEL.

16. CONFIDENTIALTY

- 16.1 Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the BHEL and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.
- 16.2 Non-Disclosure clause will be applicable during the execution of contract.

17. EXEMPTIONS, CHANGES IN CONDITIONS

- 17.1 **FORCE MAJURE:** BHEL and/or Vendor shall not be responsible for delay or failure of performance of any of its obligations under arising out of this contract if the delay or failure results from any of the following conditions - any unforeseeable acts/events beyond the control of the parties, and include natural disasters (earthquake, storm, floods), wars, riots, accidents, strikes, lockouts, epidemics, fire and Government Regulations superimposed after the date of order/contract.
- 17.2 In the event of the occurrence of any cause constituting FORCE MAJURE, the affected Party shall give notice with full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract, within fifteen days from the event of force majeure.
- 17.3 If the Vendor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the contract, BHEL shall have the right to terminate the Contract on the same terms and conditions as are provided for in 'Termination' clause.

Name:

Company Seal

Signature: with Date:

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18. ARBITRATION

- 18.1 In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration of the sole arbitrator appointed by the Executive Director / HEAD, BHEL, Ramachandrapuram, Hyderabad. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules there under.

19. ALTERATIONS, REJECTION OF BID AND OTHER CONDITIONS

- 18.1 Any clarification pertaining to this tender can be obtained from DGM/IT, Informatics Centre, BHEL, Ramachandrapuram, Hyderabad on all working days of BHEL between 14:00 Hrs to 16:00 Hrs. Bidders are requested to seek appointment on telephone **040-23182188 / 23182654**.
- 18.2 BHEL reserves the right to cancel the tender without assigning any reason.
- 18.3 BHEL reserves the right to reject the technical offer at any stage of the tender with proper reasons.
- 18.4 Bidders are requested to provide complete data / information as required by the tender documents. Any format not properly filled, partially filled or not filled or documents not provided will make the bid liable for rejection.
- 18.5 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.
- 18.6 Resubmission / cancellation of offers, as desired by bidder, may be done before Tender due Date & Time. The covers containing modified bids shall be clearly marked as 'Revised Bid'.
- 18.7 If the bidder deliberately gives wrong information, BHEL reserves the right to reject such a bid at any stage or to cancel the Order/Contract.
- 18.8 Equipment offered must have certifications as per the tender requirement and/or as applicable by relevant standard. Future expectations of certification, conditional certifications, variation in certification and certification for equipment different from the make and model offered in the bid is not acceptable.
- 18.9 BHEL is entitled to ask for any equipment for evaluation. Bidders are requested to note that they shall provide equipment exactly as per specification without any charge and precondition(s) to BHEL within ONE week of receiving such notice and demonstrate the equipment capability. Upon completion of such evaluation BHEL shall return the equipment to the bidder.

Name:

Company Seal

Signature: with Date:

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20. CHECKLIST OF FORMATS

SNo	Documents with PART-I: Techno-Commercial Bid	Format / Annexure	Whether Attached(Yes/No)
1	Technical Conditions for LAN Extension_2011 Installation (duly filled in and signed)	Annexure-I	
2	Commercial / General Terms and Conditions (duly filled in and signed)	Annexure-II (this Document)	
3	Copies of documents required for Qualification Criteria - Annual Financial Statements, Contract executed, etc.		
4	Copies of the certificates in proof of fulfilling statutory requirements / registrations applicable for the execution of Works Contract.		
5	EMD - Rs 60,000/- (Copy of Registration with NSIC)		
6	Price Bid without prices, but indicating the applicable Taxes and applicable Rates for the Taxes.	Annexure III	

Vendor Details

Vendor Contact Address	
Contact Official	
Phone / Mobile for communication	
Email for correspondence	

Note: Tender documents shall not be modified and bidder shall fill in the information as required in the tender documents.

Name:

Company Seal

Signature: with Date:

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