

Annexure-1 : Terms & Conditions
Tender Enquiry : 201701681 Due on: 31.07.2018

Following terms & conditions are part of this tender enquiry.

Special Conditions of Contract:

- Parting, Cutting & Machining charges must be included in the rate of Hole/Slot.
- Charges shall be applicable according to number of Holes and Slots.
- Annexure-II, Price Bid Format is attached with this enquiry, please refer the same while quoting rates. Quote NOT as per above shall lead to **REJECTION**.

Technical Conditions of Contract:

- Raw Material shall be provided by BHEL Rudrapur in the form of Al. Sheet/Plate/Flat, party may convert as per drawing of al connection.
- Inspection shall be done at vendor's work by BHEL/Customer/Third party inspection agency.
- Burning Allowance will be applicable 1% of the drawing weight.
- Material Accountal to be submitted with each PO & payment shall be made only after receipt of Material Accountal Statement.
- Drilling, Slotting and Parting shall **NOT** be done by Punching/Press method.
- Drilling/Slotting/Parting/Cutting will be done by Drilling Machine/Milling Machine/Jig Saw Machine.
- Al. Connections should be returned to BHEL in completely degreased condition & without burrs.
- Al. Connections should be properly identifiable with Project Name, PO NO & PO SL. NO. as per individual POs & drawing requirements.
- Some sample drawings are as follows and are attached only for references:
 - 1) Drg No : 25410001115 Rev 14 , It. No - 006,007 & 08
 - 2) Drg No : 41140900211 Rev 02 , It. No - 001 to 004
 - 3) Drg No : 31161400909 Rev 00 , It. No - 001
 - 4) Drg No : 32001416001 Rev 00 , It. No - 003
 - 5) Drg No : 45415155101 Rev 00 , It. No - 001
 - 6) Drg No : 35415155164 Rev 00 , It. No - 011
 - 7) Drg No : 32001416035 Rev 00 , It. No - 004 to 012

General Conditions of Contract:

- Rates are to be quoted for entering into Framework Agreement for 1-year duration. Rates quoted should therefore be firm & valid for 1 year. Multiple orders shall be released during this period.
- Rates have to be quoted **FOR BHEL Rudrapur** basis only. **(To and Fro charges shall be in the scope of subcontractor)** with 100% payment after receipt of material within 45 days subject to acceptance. Any deviation in payment terms will be loaded @ (SBI PLR+6) % annual interest for comparing standing.

- Validity of the quotation must be 3 months from the date of quotation.
- Delivery of the material within 30 days from the date of receipt of Raw Material by subcontractor or as per the individual PO.
- BHEL reserves the following rights:
 - a. To enter into Framework Agreement (FA) with one or more than one party. In such case, the original segment wise L-1 bidder will be awarded 100% of the work in that segment.
 - b. To reject or accept any /or all tenders or part thereof without assigning any reason thereof.
 - c. To terminate the FA by giving a notice of 15 days if the performance of the party is found to be unsatisfactory.
- Evaluation shall be done on separate Overall L1 basis for 16 thick, 20 thick & 25 thick slabs.
- Slab wise L1 shall be allotted 100% of quantum in respective segment for 16 thick, 20 thick & 25 thick.

Security Deposit cum Contract Performance Bank Guarantee:

The value of bank guarantee shall be 10% of the Order/Contract value excluding taxes, duties and freight charges. If the value of the Order/Contract gets enhanced at any time, the Seller/Contractor shall submit the Bank Guarantee correspondingly to the enhanced value at the time of claiming first payment after Contract amendment, failing which the purchaser shall recover the equivalent amount from the payments due to the Seller/Contractor. The validity of the bank guarantee will be for a period of 12 months from the date of receipt of material at BHEL CFP RUDRAPUR along with claim period of 3 months from the date of validity period of PBG.

Liquidated Damages (LD):

In case of delay in delivery, a penalty of 0.5% per week, maximum up to 10% of **total order value including PVC** on delayed portion shall be applicable. In case of quoting any deviation from the above LD clause, the offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of basic value.

Risk Purchase Clause:

If the supplier fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same or the best and the nearest available substitute from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services.

In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection.

Facilitation of MSE bidder:

MSE bidders are encouraged by BHEL and shall be facilitated. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of valid MSE certificate like **EM-II certificate** or **NSIC certificate** or **Udyog Aadhar Memorandum** or any other relevant certificate provided by any other body specified by **Ministry of MSME, GoI under Public Procurement Policy** along with attested copy of a **Chartered Accountants**

certificate not older than one financial year. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening/reverse auction. **If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.** Documents should be notarized or attested by a Gazetted officer.

Suspension of Business Dealings:

Action shall be taken as per extant BHEL “**Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016**” against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website www.bhel.com

Fraud Prevention Policy

"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 <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

Bidder's Sign & Seal: