

Terms & Conditions for supply of Rating & Diagram Plates for Enquiry No. E2690012

1. **General** : Sealed tenders are invited in Two-Part Bid system for purchase of **R&D Plate / VS plate/ Misc Plate** as per drawing and terms & conditions mentioned in the Annexures -“I to V”. The supplies against this enquiry shall be subject to our General Terms and conditions of enquiry and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. If any difference between the General Terms and conditions of enquiry and PO and the conditions included in this annexure, the conditions included in this annexure shall prevail.

The offer of the bidders who are in the banned list as also the offer of the bidders who engage the services of the banned firms shall be rejected. List of banned firms is available on BHEL website: www.bhel.com. Likewise, offers of those bidder(s) will not be considered who have been suspended (under hold / delisting) by BHEL, Jhansi during the given period.

2. **Procedure for Bid submission** :- Offer shall be submitted by the bidders in two parts;-

Part – I Technical cum Commercial bid (Un-priced)

Part-I of the bid shall contain complete detail of the product offered, duly signed by the authorized signatory of the vendor who signs the bid, all techno commercial terms & conditions and acceptance to the following:-

- (i) Instruction to bidders containing Commercial Terms & Conditions applicable for tender enquiry - **Annexure – I**.
- (ii) Techno – commercial format – **Annexure – II**
- (iii) **PQR Format - Annexure III.**
- (iv) Price format - **Annexure IV.(A/B/C/D)**
- (v) General 'Terms and conditions rev 02 of enquiry (JHS 2055A) for and BHEL PO Terms and Conditions as available on "Supplier Information Portal".

In case it becomes necessary to deviate in any of the above, the deviations must be clearly brought out in bid Part-I of the offer. Copy of un-priced bid part-II with status "**quoted (Q) & un - quoted (NQ)**" must accompany bid part-I. Foreign Bidders must indicate currency of quote only in blank price bid format (Annexure-IV) along with bid part-I.

Note: - Price of each item shall be quote separately and put in different envelope. There are total 4 items and 4 envelope shall be submit.

Part - II Price bid

Part-II of bid consist of **Price format- Annexure-IV** and required with duly filled, signed & stamped by the authorized signatory of the vendor.

Both Part –I & Part –II of the offer shall be kept in two separate sealed envelopes duly super scribed as Part - I '**Technical cum Commercial bid**' and Part - II '**Price bid**'. The enquiry number and due date shall also be super scribed on both the envelopes.

3. **Bid Opening**: - The 'Techno-commercial' part of the bid i.e. Bid Part – I of the offers shall be opened on the due date of tender opening. Clarifications, wherever required on this part, shall be obtained from the bidders for their evaluation. The Price bid Part-II of such vendors alone shall be opened whose techno-commercial bids are found acceptable. The date of 'Price bid -Part II' opening shall be intimated later on. Before price bid opening / RA (reverse auction) all formalities for registration has to be completed by the bidders as per new supplier link at www.bhel.com.

Alternatively: "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) 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 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 tampering of the tender process and will invite action by

BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

4. **Pre-Qualification Criteria**

Offers of those Bidders who meet the Pre-qualification criteria as mentioned in **Annexure-III** will be accepted. Any deviation from these shall render offer submitted by bidder as rejected:

5. **Bid evaluation:** The bid shall be evaluated on total delivered cost to BHEL (landed cost net of input tax credit) taking into account all duties / taxes / Cess and SBI TT Selling rate as per prevailing on date of tender enquiry (bid part-I) opening.

Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at landed cost and same shall be communicated to techno-commercially suitable bidders before price bid opening.

6. **Technical Parameters:** Suppliers shall conform to supply the R & D Plates as indicated in the material description.

Item No	Item Description	Quantity
1	R&D Plate / VS plate/ Misc Plate material: stainless steel as per CPS AA10739 rev 08 Plate thickness up to 1 MM, DRG3460195000 rev 02 and 34601950001 rev 00	2000 NO
2	R&D Plate / VS plate/ Misc Plate material: Aluminum as per is: 1868 (grade ac25) Plate thickness up to 1 MM Drg: 24671950658 rev 00	40000 NO
3	R&D Plate / VS plate/ Misc Plate material: stainless steel as per CPS AA10739 rev 08 Plate thickness more than 1 mm and up to 2 mm, DRG3460195000 rev 02 and 34601950001 rev 00	2000 NO
4	R&D Plate / VS plate/ Misc Plate material: Aluminum as per is: 1868 (grade ac25) Plate thickness more than 1 mm and up to 2 mm Drg: 24671950658 rev 00	40000 NO

Drawing mentioned in material Description is to be consider as example and actual drawing will vary from PO to PO. In Case of any deviation same should be marked in drawing itself. Conformance Certificate to be submitted along with each supply.

7. **Delivery Period:**

Individual POs of the Rate Contract shall be released along with the BHEL/ Customer approved drawings. Delivery period shall be 40 days from the date of issue of PO.

Wherever the supplier is of the opinion that clarifications are required on the drawings enclosed to the PO, the supplier shall seek such clarifications within 02 weeks of date of issue of PO. Based on the necessity for such a clarification, TRE / BHEL shall re-examine and communicate the necessary clarification(s) in the drawing(s). In case of such a communication from BHEL, the delivery period shall be 03 weeks from the date of final Clarification(s)/Photo Print approval. In such cases, the necessary delivery amendment shall be given to the supplier.

8. **Pricing Terms:** - Price Shall be firm during the entire execution of order. The rate shall be inclusive of all cost, packing, freight, insurance and forwarding charges etc. and no extra charges shall be payable on whatsoever account.

a) The Development Charges Will Be Fixed As Given Under:-

AREA OF PLATES	RATES
0 TO 300 SQ.CM	RS.105/-
301 TO 800 SQ.CM	RS.105.00 + RS.@ 0.30/SQCM EXTRA FOR OVER AREA 300 SQCM.
801 SQ.CM AND ABOVE	RS.255.00 + RS.@ 0.225/SQCM EXTRA FOR OVER AREA 800 SQCM.

- b) Rates must be offered in per Sq. Cm on finished basis only. Rate must be quote considering all above point.
- c) In case of irregular shapes, area will be calculated based on min rectangle required to fit the irregular shape.
- d) If any repeat order is placed, no development charges shall be payable for repeat order.
- e) Offer will be evaluated based on average per square cm. Rate of all thickness (item wise).

9. **Quantity Distribution:** FA will be finalized on two vendors for smooth supply of each item and will be split in ratio L1:L2 = 70:30 by value. The L2 & beyond vendor shall be counter offer the finalized rates of L1. Actual ordering under rate contract shall be generally as per value allocated to the bidder. The loading will also be subject to factors like (a) Suppliers delivery and quality performance during execution of rate contract, (b) Pendency of orders on the supplier and (c) Responsiveness in addressing post order completion issues at BHEL.

In view of above factors the loading during execution of rate contract may vary with respect to allocated value.

The breakup of the quantities can vary to any extent based on actual order booking with our customers and this shall be controlled by the total value of the rate contract on the specific vendor.

Note:- During execution, if the performance of supplier is not up to the mark in respect of delivery / quality performance, BHEL reserves the right to either reduce further loading or stop loading till the execution of overdue orders. In such cases the balance allocated full or part quantity of the defaulting vendors may at the discretion of the BHEL Jhansi be re-distributed to other performing and willing vendors of the rate contract.

10. **Transit Insurance:** - By the bidder.

11. **Inspection of material :-**

Final inspection for acceptance of quality and quantity shall be done at BHEL's works after receipt of material. Test Certificates and Guarantee Certificate must accompany each lot.

12. **Replacement of rejected Goods:** - Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. In case of rejection due to non compliance to agreed specification/drawing and for the reasons attributable to the vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including interlay cost elements such as total transportation, insurance and other taxes / levies etc as applicable. The rejected goods shall be subsequently returned to the vendor at his cost.
13. **Taxes & Duties:** - All taxes & duties as applicable at the time of dispatch within India only will be paid / reimbursed by BHEL and same will be loaded for price comparison on delivered cost to BHEL (i.e. landed cost net of input tax credit).

14. **Payments Terms:** -

Indigenous bidders: 100% payment within 90 days of receipt (45 days for MSE / NSIC registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents.

15. **Terms of delivery:** On FOR destination basis.
16. **Validity of Rate Contract, offer & Short Closer:** - Offer should be valid for a period of 120 days from the date of techno-commercial bid opening date (part-1) for finalization of the contract.
- Rate Contract shall be valid for two years from the date of issue & supply of items 3 months thereafter.
- BHEL reserve the right of short closing of Rate Contract in between as per BHEL requirement.
17. **Levy of Penalty for delayed performance:** - Bidders to note that penalty @ 0.5% per week or part thereof subject to 10% maximum on undelivered portion shall be applicable for delay in supply beyond contractual delivery period. Bidders are requested to give specific acceptance for penalty clause. Date of receipt of material at BHEL works i.e. CISF date will be considered as proof of delivery for calculating delayed performance in case of indigenous vendors. In case of foreign vendors, B/L/ date shall be taken as proof of delivery. Failure on the part of the bidder to accept above clause will attract the loading of 10% on the quoted price for the purpose of evaluation.
18. Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including General terms & Conditions, if any, for this enquiry shall only prevail.

For all clarifications/ issues related to the tender, Please contact:

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