

Tender No: FF/SC/20095/202003091

Item:Guide Vane

Drawing No: 0-203-01-20207/M:Rev-00

S.No.	Term	Confirmation/ Remark by Vendor
1	Rates to be quoted as per kg of chip removal basis considering gross machining charges and F.O.R CFFP basis. Chips will be retained by bidder & same will be treated as sold to bidder by CFFP. Value of retained chips will be recovered from vendor from their bills.	
2	Vendor has to submit Quotation in Indian Rupees on FOR CFFP Basis. Transportation of item from CFFP to Vendor's works (To & Fro) shall be in scope and responsibility of Vendor. Transportation charges shall be borne by Vendor.	
3	Vendors not registered with CFFP/BHEL need to submit online supplier registration form on BHEL portal. If registered at any other unit of BHEL, vendor code may be furnished. Please fill the SRF and it is requested to submit the Acknowledgement No./ Application no. of filled SRF along with the offer.	
4	Payment Term shall be: 100% within 30 days after receipt and acceptance of material at CFFP through E-Payment.	
5	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	
6	Penalty for Late Delivery: The delivery of the material after machining shall be made strictly as per time limit specified in delivery schedule, failure to supply within this period will make the sub-contractor liable to a penalty of 1/2 (half) percent of the price of the order in arrears per week subject to a maximum of 10% on the SCO (total SCO value). Any correspondence regarding waiver of LD shall not be entertained. In case supplier does not agree for LD clause, BHEL will load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted are not suiting, BHEL may ignore the offer.	
7	Risk Purchase: In case of delays in return of material after machining / defective machining or non-fulfilment of any other terms and conditions given in the Sub-contracting Order by the sub-contractor, the Buyer reserves the right to cancel the sub-contracting order in full or part thereof, and may also make the machining of such material from alternative source at the risk and cost of the sub-contractor.	
8	Vendor has to submit BG/FDR of Rs. 1 Lakh from consortium bank & indemnity Bond as required by CFFP/BHEL before lifting of item from CFFP, BHEL.	
9	Quotation Validity shall be 365 days from the date of tender opening (part-1 bid opening date)(Excluding Tender Opening Date)	
10	MSE vendors need to provide valid UAM certificate alongwith their offer to avail the benefits available to MSE's.	
11	All the quantity in enquiry may not be ordered. BHEL may place order for part quantity. Offered rate not to be linked with tender quantity.	
14	Quotation not in accordance with our enquiry are liable to be rejected.	
15	In case of delayed or defective supplies or non-fulfilment of any other terms & conditions given in tender and sub-contracting order by supplier/contractor, BHEL may cancel the subcontracting order in full or part thereof and get the job machined from alternative sources at the sole risk and cost of supplier/contractor.	

16	CFFP BHEL reserves the right to get the material processed from more than one Sub-Contractor.	
17	In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder (s) or their representative (s).	
18	Breaking of Tie for other than L1 status: In case rates quoted by more than one vendor are same then vendors having higher SPR will be considered above in the raking compared to vendor having lower SPR. SPR as on date of tender opening (1st part bid) will be taken for consideration.	
19	Drawing and Standards: All drawings and standards are property of BHEL. They must not be used in any way detrimental to the interest of BHEL and should not be used for any other purpose except to process BHEL's Job.	
20	Vendor should take adequate Insurance cover (Value as per excise challan) for BHEL material issued to them for Job Work.	
21	Provide name, mobile no. & email address of the contact person.	
22	BHEL, Ranipur Haridwar reserves the right to reject any or all tenders without assigning any reasons thereof, Quotation not in accordance with above instructions and conditions will be disqualified.	
23	Job to be machined as per delivery drawing.	
24	ARBITRATION AND GOVERNING LAW: All disputes or difference of opinion what so ever that may arise between the company and the Sub-contractor upon or in relation to or in connection with the contract, the same shall be referred to sole arbitration of Head of CFFP, BHEL or such other person as nominated by the Head of CFFP. There will be no objection to any such appointment, or award of the Head of CFFP or the arbitrator so appointed. The award shall be final and binding on the company and the sub-contractor. The arbitration proceeding shall be held at Ranipur, Hardwar. Work under contract shall continue during the arbitration proceeding, unless otherwise directed in writing by the company or unless the matter is such that the work can not be possibly continued till the decision of arbitration. Provisions of applicable arbitration and conciliation Act. shall apply. Court at Hardwar shall have sole Jurisdiction in the cases arising out of this contract.	
25	No further sub-contracting to third party or sister concern by the sub-contractor is allowed without prior permission of CFFP, BHEL.	
26	In case of rejection, the cost decided by CFFP for recovery will be final & binding to sub-contractor.	
27	Sub-contractor will be fully responsible for transportation of material to & from CFFP and also for the period material is lying with them for any theft or damage to the material or for damage to third party.	
13	All other commercial terms and conditions as per tender enquiry shall be acceptable.	
12	In case of any differences observed in conditions confirmed above & elsewhere in the offer, terms quoted in this annexure A shall be treated as final and binding on vendor.	

Vendor's Sign & Stamp