

ANNEXURE-II

GENERAL TERMS AND CONDITIONS OF OPEN TENDER FOR FRAMEWORK AGREEMENT OF SUPPLY OF G.I. SUPPORT STRUCTURE. ENQUIRY NO-201701771

SI No.	BHEL REQUIREMENTS	BIDDER TO CONFIRM/SPECIFY
2.0	<u>Material Specification, Size and Quantity:</u> Supply shall be made strictly as per specification mentioned in tender enquiry. Offer submitted by bidder should be complete in all respect. BHEL may consider some deviation on exceptional basis only. Any deviation if taken to be indicated clearly in Techno-commercial bid (Part-1) itself.	
2.1	Technical Specifications of G.I. Structure items shall be as per Annexure-III (BHEL Product Standard). Sample Quality Assurance Plan (QAP) attached for reference.	
2.2	PO placement shall only be done to the customer approved vendors (for each project separately) which is essential part of the tender enquiry.	
2.3	Rates are to be quoted for entering into a frame work agreement (FA) for 01 year duration, therefore validity of offer must be 13 months form the date of opening techno-commercial bid.	
2.4	<u>Delivery Period for Supply:</u> Quantity indicated in NIT is envisaged for one-year requirement. BHEL shall place several purchase orders for smaller quantities periodically against Framework Agreement finalized against this NIT. Delivery time should be within 08 weeks from the date of placing Purchase order. However, in case of urgency of structure items based on our end customer requirement/site urgency, BHEL may ask for early delivery.	
2.5	<u>Loading for deviation in Delivery Period:</u> In case of quoted delivery period being longer than the delivery period 08 weeks from the date of PO as specified in tender and also being accepted by BHEL, a loading of 0.5% per week of total order value shall be done for which relaxation sought. However, Offers quoting delivery period longer than 10-12 weeks from the date of Purchase order may be liable for rejection.	
2.6	Rates shall be quoted on FOR DESTINATION (BHEL RUDRAPUR Zone-1 and FOR Project Site-Zone-2) basis. Ex-works price + freight to be quoted separately. This is mandatory clause and any deviation to this clause shall lead to rejection of the offer. However, BHEL reserves the right to finalise Frame-work agreement on ex-works basis or FOR basis. Zone wise project details is attached as per annexure –IV.	
2.7	<u>Liquidated Damages (LD):</u> 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.	

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	<i>Non acceptance of above clauses shall be considered as deviation to this tender and shall be loaded at the rate of 10% for each case for comparing standing.</i>	
2.8	Payment Term: i) BHEL Payment term is 100% direct EFT payment within 45 days from the date of receipt and acceptance of materials at BHEL Stores. ii) Any deviation in the above payment term will attract loading at the rate of "[Base rate i.e. Prime Lending Rate of State Bank of India (as applicable on the date of techno-commercial bids opening) + 6%]" for the period of relaxation sought by bidders. iii) Respective bank charges to respective accounts. Payment through Bank/Usance LC is not preferred. In case of any such option being insisted by supplier, offer shall be liable for rejection.	
2.9	Price Variation Clause (PVC): PVC shall be applicable as per IEEMA Price Variation Clause for Transmission Line Towers (no. IEEMA/PVC /TLT/2010 (R-1) effective from 01.04.2014) with both heavy and light angles. Formula & applicable base prices as per below: $P = \frac{P_0}{100} \left[11 + 32 \frac{SBLR}{SBLR_0} + 25 \frac{SBIR}{SBIR_0} + 09 \frac{Zn}{Zn_0} + 23 \frac{W}{W_0} \right]$ The applicable prices shall be as below: SBLR₀ = Rs. 29,503/- PMT (for May'2017) SBIR₀ = Rs. 30,190/- PMT (for May'2017) Zn₀ = Rs. 1,94,800/- PMT (for May' 2017) W₀ = Rs. 275/- (for March 2017) For operating PVC following dates shall be applicable: SBLR, SBIR, Zn- As applicable on the 1st working day of the month, <u>02</u> months prior to the date of delivery. W - As applicable on the 1st working day of the month, <u>04</u> months prior to the date of delivery. The prices of SBLR, SBIR, Zn & W shall be taken from IEEMA's official website www.ieemail.com. In case of delay in delivery due to reasons not attributable to BHEL, the PVC shall be restricted to the purchase order delivery date or the actual dispatch date whichever is advantageous to BHEL.	

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	In case PO delivery date is extended by BHEL, the PVC shall be applicable for the extended delivery date.	
2.10	Reverse Auction(RA): 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. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. iv) 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)."	
2.11	Unsolicited revision of price shall NOT be considered after tender submission. In case of supplier insisting for submission of unsolicited revision of price after tender submission at any stage, offer shall be liable for rejection.	
2.12	BHEL may negotiate with L-1 bidder or re-float the tender in case received L-1 rate is not found reasonable or acceptable to BHEL inter-alia other reasons.	
2.13	Offers shall be evaluated on overall total cost to BHEL Rudrapur/site basis for each Zone.	
2.14	Order Splitting:	

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	BHEL intends to split the total order quantity among three (03) suppliers i.e. L-1 bidder and other two bidders in the ratio of 50%:30%:20% provided the other two bidder meets the final rate offered by L-1 bidder and accepted by BHEL. L-1 rate for each item shall be counter-offered to techno-commercially qualified bidders according to their ranking in comparison statement i.e. L-2, L-3 etc respectively. In case of non-acceptance of counter-offer by any bidder, counter-offer shall be extended to next bidder in ranking. In case of non-acceptance of counter-offer of L-1 rate by all supplier other than L-1 bidder, whole quantity shall be awarded to L-1 bidder. In case of three or more techno-commercially qualified responses, distribution shall be limited to "N-1" out of total "N" qualified responses.	
2.15	<u>Risk Purchase Clause:</u> a. If the supplier fails to deliver the whole or any part of the goods 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. BHEL reserves the right to terminate the FA by giving a notice of 15 days if the performance of the party is not found to be satisfactory. In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection.	
2.16	<u>Pre-Dispatch Inspection:</u> Pre-dispatch Inspection may be carried out by BHEL/BHEL authorized TPIA(Third Party Inspection Agency)/BHEL customer. Supplier shall intimate BHEL about material readiness well in advance (at least 02 weeks before) for enabling BHEL to conduct pre-dispatch inspection. However, material shall be accepted after final inspection by BHEL at BHEL Rudrapur/BHEL site and availability of all relevant documents like Excise Invoice, Material Test Certificate, Packing list etc.	
2.17	<u>Identification & Marking:</u> BOM/ Drg/ Var No/ project name shall be marked with indelible ink/ punched on the individual items and to be ensured by supplier.	
2.18	<u>Transit Insurance:</u> Supplier must insure the material for risks during transportation at their cost and is not payable by BHEL.	
2.19	<u>Independent External Monitor(IEM):</u> This tender shall be monitored by an IEM. Please refer Section-8 of the Integrity Pact(IP) for Role and Responsibilities of Independent External Monitor (IEMs). In case of any complaint arising out of the tendering processes, the matter may be referred to the IEM mentioned below.	

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	No routine correspondence shall be addressed to the IEM(Phone/email/post) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department. <u>Details of IEM of this tender is as below:</u> Name: Mrs. Pravin Tripathi, IA&AS(Retd.) Address: D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110068 Email: pravin.tripathi@gmail.com	
2.20	Offer Submission: Offer must be submitted in Two-part bids i.e. techno-commercial bid(Part-1) & Price bid(part-2) through BHEL EPS Portal https://bheleps.buyjunction.in/. Offer received through any other mode like postal, courier etc. shall not be entertained. Supplier may visit BHEL EPS Portal to get further details. Offer can be submitted within 2.00 PM on or before due date. After due date/time, no offer can be submitted on EPS portal.	
2.21	Supplier must not indicate price anywhere other than price bid in EPS portal. Supplier must not attach any attachment/file with price bid(Part-2). No cognizance of any attachment/file in price bid shall be taken. Price entered by typing in EPS portal shall only be considered.	
2.22	Tender Opening: First, techno-commercial bids of all offers received on or before due date & time shall be opened on due date & time 15.00 hrs. After this, BHEL shall go for price bids opening or reverse auction with techno-commercially qualified bidders only.	
2.23	Corrigendum/Addendum: Any corrigendum/addendum related to this tender shall be updated on BHEL website www.bhel.com. Bidders are requested to regularly visit the BHEL website to keep themselves abreast with updates.	
2.24	Supplier Registration: New Suppliers who are not registered with BHEL CFP Rudrapur unit shall submit Supplier registration Form through online portal https://supplier.bhel.in/ to get registered with BHEL Rudrapur before Price bid opening/Reverse Auction. There are separate forms for indigenous and foreign suppliers.	
2.25	Framework Agreement: After finalization of this tender, BHEL shall enter into Framework Agreement with successful bidders. Framework Agreement shall be	

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	valid for the quantity mentioned in NIT and for one-year period. BHEL may extend the Frame-work Agreement Period / Quantity by further maximum 12 months & totaling to 02 years for the entire Frame-work agreement with mutual consent. However, finalization & signing of Framework Agreement does not entitle any bidder to any firm order. BHEL shall place purchase order(s) periodically in line with Framework Agreement as per BHEL's requirement.	
2.26	OFFER RECEIVED IN SINGLE-PART BID OR MENTIONING PRICE IN TECHNO-COMMERCIAL BIDS SHALL BE LIABLE FOR REJECTION.	
2.27	No overdue interest shall be payable by BHEL.	
2.28	Any documents required due to BHEL/Govt guidelines like Income tax clearance, registration documents of company, copy of PAN Card of company, Authorization letter etc. must be furnished by Bidder.	
2.29	Weight Variation Clause: Actual Weight variation maximum up to $\pm 5\%$ shall be allowed as per IS:1852. Weight criteria is just for payment purpose; however supplier has to ensure the PO completeness i.e. each items is physically delivered at destination in Nos as per PO	
2.30	Payment shall be released on the basis of Actual weight basis (billed by supplier or received at Project Site/CFP RUDRAPUR, whichever is lower), within the tolerance limit of PO Weight.	
2.31	Cancellation of PO/Contract: In the event of non-performance of the contract by the supplier, BHEL reserves the right to cancel the purchase order with issue of a written notice through e-mail/postal etc. BHEL would provide a curing period of not more than 30 days for the supplier to rectify the situation. If situation is not rectified within notice period after issue of notice, BHEL shall be free to execute Risk purchase in addition to invoking of CEBG and other legal remedies.	
2.32	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 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	

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2.33	"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."	
2.34	Jurisdiction: Suits or any matter arising out of the PO shall be settled in Rudrapur, Uttarakhand.	
2.35	For any other clarifications etc., Supplier may contact BHEL at following Address: Bharat Heavy Electricals Ltd Component Fabrication Plant Materials Management Department Kiccha Bye-Pass Road, Rudrapur – 263153 (India) Ph No:05944 257 211 / 221 Emails: sandeepkr@bhel.in; rksaxena@bhel.in Supplier must indicate Tender/Nit reference on all communications.	

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