

Tender No: FF/SC/20110/202003241

Item: Finish Machining of Ram Casting

Drawing No: 1-105-91-80100/M2: Rev-00

General Terms and Conditions of Tender

Annexure –A

1. Value of scrap and GST on same shall be borne by party and recovered from the party.
2. GST amount on service rendered (gross machining charges) shall be reimbursed to Sub- contractors on timely filing of online returns and deposit of tax to government Account for items delivered and billed.
3. Mark & M/c w.r.t delivery Drawing Identification no. To be punched. Seal to be retained.
4. 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).
5. Breaking of Tie for other than L1 status: In case rates quoted by more than one vendor are same then vendors having higher SPR (Supplier Performance Rating) of CFFP, BHEL will be considered above in the raking compared to vendor having lower SPR. SPR as on date of tender opening (1st part) will be taken for consideration.
6. *The bidder along with its associates/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 bhel Haridwar website <http://www.bhel.com> and bhel Haridwar website <http://Hwr.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."*
7. As per existing rule of GST, all material sent for machining shall be returned back before 365 days. In case CFFP, BHEL has to incur any additional cost by way of (a) Payment of GST on full value of job (b) interest on GST amount due to failure on Sub-contractor account, it will be recovered from them. Any change in this rule by Govt. of India from time to time will be applicable.
8. Sub-contractor will have to deposit in advance, all the charges recoverable from them before lifting of material for machining.
9. Risk Purchase: In case of delays in return of material after machining / defective machining or non-fulfillment 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.
10. 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.
11. 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.
12. MSE vendors need to provide valid Udyam Registration certificate alongwith their offer to avail the benefits available to MSE's. All the quantity in enquiry may not be ordered, Sub Contractor should be prepared for orders of reduced quantity without any implication on the rate quoted.
13. Job to be machined as per delivery drawing.
14. 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.
15. In case of rejection the cost decided by CFFP will be final & binding to sub-contractor.
16. No further sub-contracting to third party or sister concern by the sub-contractor is allowed without prior permission of CFFP, BHEL.
17. **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 cannot 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.

18. Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar. The normal loading shall be @ Base rate of SBI (as applicable on the date of bid opening, Techno-commercial bid opening in case of two part bids) + 6%, for the period of relaxation sought by bidders.
19. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
20. The sub-contractor shall follow all the rules & regulation of minimum wages, insurance cover of labour, ESI& PF as per rule. BHEL reserves its right to demand any document at any point of time during the execution of contract.
21. The sub-contractor shall observe all the precautions and safety procedures as required during loading & transportation in factory premises. Also required precaution shall be taken while transportation & operation at their works. Precaution must be taken to ensure that there is no damage or pilferage of the material from CFFP & there is no injury to work man.
22. The sub-contractor shall take adequate steps to prevent any loss or damage to any materials entrusted to him. The sub-contractor shall be liable to pay, to the company, for the damages due to negligence or otherwise in executing the machining work entrusted to him or any other failure or any breach of terms and conditions on the part of the contractor.
23. If the Sub-contractor neglects work or fails to observe and/or follow any of the terms and condition of the agreement, CFFP, BHEL, may without prejudice to their any other rights, terminate this contract by giving 15 days notice in writing with or without forfeiting the Bank Guarantee & Indemnity Bond of the Sub-contractor. The termination of contract by the CFFP, BHEL shall be without prejudice to the CFFP, BHEL's right to recover from the contractor the cost of completing the work by any other agency.
24. The Sub-contractor should have sufficient financial resources to meet all expenses & contractual obligation.
25. The Sub-contractor shall be responsible for fulfilling all legal/statuary requirement along with environmental laws. Any loss to the property (belonging to the sub-contractor or the company) or injury to the staff/labour of the Sub-contractor caused due to any reason will be the sole responsibility of the Sub-contractor. Accordingly the Sub-contractor is advised to take necessary insurance cover. Any liability of BHEL, arising due to Sub-contractor, his staff/labour, materials being handled by him, will be recoverable from the Sub-contractor. Accordingly, the Sub-contractor shall indemnify the company.
26. The Sub-contractor shall ensure valid registration with all the State and Central govt. departments as required by various laws such as ESI, PF etc. & submit copies of the same whenever required.
27. The Sub-contractor shall pay wages to the workmen engaged by him at the rates which shall be not less than the minimum wages applicable under law from time to time. BHEL will not entertain any claim or make any reimbursement for additional burden due to change in wages structure etc. under the law. The Sub-contractor shall also ensure statutory obligations (PF, ESI etc.) & benefits to his workmen as per provisions of law enforced from time to time.
28. NOTE: Special conditions of enquiry, if enclosed, will supersede the standard/general terms of enquiry. Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void.