

### ANNEXURE – III

#### **TERMS AND CONDITION FOR TENDER NOTICE NO.MM/FDRS/2011-12/01**

**1. GENERAL:** Material to be supplied in accordance with technical requirements as per specification mentioned in Annexure-I. The bidders shall quote the rates on F.O.R. destination basis only (Including tooling cost, packing, forwarding, & freight charges) **no extra charges shall be payable on whatsoever account.**

**For item #1 and item #3 two sources required, The L1 vendor shall get minimum 70% quantity.** For item #2 and item #4, L1 vendor shall get order of full quantity.

**2. TENDERING:** The tender would be under two part bid system. The first part would be techno commercial part. The second part would be the price bid. Price bid would be opened for only those suppliers who qualify in the techno commercial bid. Alternatively, BHEL reserves the right to go for reverse auction through electronic media. If this option is used, the suppliers who qualify in the techno commercial bid would be intimated by us and would be contacted by our authorized service provider for computerized reverse auction. The supplier should submit their quotations as follows:

**2.1 Techno Commercial Part :** A separate envelop should be used indicating on it “Part \_ I Techno – Commercial Bid : TENDER NOTICE NO.MM/FDRS/2011-12/01 DTD:18/05/2011”. In this envelop the supplier has to indicate whether he agrees or disagrees with the technical terms and conditions, supply conditions, inspection clauses, payment terms etc. They have to indicate clause by clause agreement / disagreement as per the format Annexure I & II. **Supplier should specifically confirm that their supplies for each item would be as per respective purchase specification applicable for that item.** Price format **should NOT be kept** in this envelop.

**2.2 Price bid. :** A separate envelop should be used indicating on it “Part –II The Price Bid against TENDER NOTICE NO.MM/FDRS/2011-12/01 dtd:18/05/2011”. In this envelop the quoted rates as per the prescribed format Annexure IV should be given. No other condition should be indicated along with this format.

Accepted all above

Signature and seal of vendor

**2.3** The above mentioned two envelopes should be put in a third envelop indicating on it “**TENDER NOTICE NO.MM/FDRS/2011-12/01 dtd:18/05/2011**”.

On the due date the envelop having the other two envelopes would be opened. Thereafter, the envelop containing the techno – commercial bid (part – I) would be opened.

The price bid envelop would be kept sealed which would be opened at a later date for only those suppliers who would qualify in the techno commercial bid. **Alternatively, BHEL may decide to go for reverse auction through computer** For any of the above options, the bidders would be intimated in advance. The price bid envelopes would be opened only if the reverse auction is not conducted or not successful or the results of reverse auction not acceptable to BHEL.

***If in spite of the above instructions, any bidder submits techno commercial -bid and price bid in one single envelop, his offer is liable for rejection.***

**2.4 Validity of Quotation:** The quotation should be valid for a period of 90 days from the date of opening of the techno commercial bid.

**3. Basis of Rates:**

The quoted rates shall be on door delivery basis (Total Landed Cost at BHEL Bhopal) inclusive of tooling cost, packing, forwarding and freight charges

Rates quoted shall be on FIRM price basis and no variation in rates shall be allowed during the validity period of the contract i.e. till the delivery of the last lot.

**4. Technical Parameters :**

Bidders shall furnish clause by clause acceptance to our purchase specifications & technical requirements mentioned in the enquiry. TC as per purchase specification is required against each lot. Final inspection will be done at BHEL Bhopal.

**5. Bid Evaluation Criterion:**

- a) Rates as quoted in the price bid shall be firm.**
- b)** The bids shall be evaluated on total delivered cost to BHEL Bhopal for each item separately.
- c) The rates of the parties from outside Bhopal shall be loaded for 1% entry tax.**
- d)** The offers shall also be suitably loaded for any deviation from the Terms & Conditions given in Form No.MM-5505, ‘General Conditions’ of the enquiry, to arrive at the HESG rate.

Accepted all above

Signature and seal of vendor

**6. Transit Insurance :**

Transit insurance for delivery up to BHEL stores shall be in BHEL's scope and the same shall be arranged by BHEL against dispatch declaration to be received within 3 days of the date of dispatch from the bidder. However the responsibility of transit insurance for the bidders located at Bhopal / Mandideep shall rest with them and no weight-age in the rates for this will be considered during evaluation of the bids.

**7. Payment Terms :**

Payment shall be made within 90 days against receipt and acceptance of material without over due interest OR as per MSMED act, whichever is applicable to the supplier. During bid evaluation, **No loading of price with regard to preferential payment within 45 days will be done for the bidders covered under MSMED act.** However, payment terms other than the above will be loaded at the rate of CCA for price comparison on HESG basis.

**8. Excise Duty :**

Excise Duty Gate pass must accompany each consignment as per Govt. rules. In case of non-receipt of E.D. gate pass, re-imbursement of excise duty will not be made and any liability arising out of this shall be the bidder's account.

**9. Taxes and Duties:**

Bidders are requested to furnish the rate and type of duty/ taxes as applicable to them in their bid. Such taxes/duties e.g., Excise duty, CST / VAT, Octroi and any other duties / taxes as applicable shall be loaded for price comparison on HESG basis.

**10. Entry Tax:**

Entry tax on delivery of finished goods, wherever applicable, will be paid by BHEL and shall be loaded for price comparison on HESG basis @ 1% for the vendors located out side Bhopal.

**11. Bank Charges:**

All Bank Charges, if any, will be borne by the bidders. Price loading @0.1% shall be done if any to BHEL account.

**12. Delivery Terms:**

Finished material will be delivered by the vendor at BHEL stores, Bhopal on F.O.R. destination basis (Inclusive of tooling cost, packing, forwarding, & freight charges

Accepted all above

Signature and seal of vendor

**13. Delivery Period:**

We shall require the conductors as per delivery mentioned in enquiry. However, delivery may be quoted in number of weeks from the date of issue of Purchase Order.

The delivery can further be reduced in case of urgent / emergency requirements. Bidders may indicate in their offer the quickest delivery period in number of weeks from the date of issue of Purchase Order.

**14. Levy of Penalty for delayed performance:**

Delivery under this enquiry is the essence of the contract. The delay in offering the materials Ex-works for inspection / dispatch beyond the agreed schedule will attract penalty @ 0.5% of the contract price per week or part there of subject to maximum of 10% of the contract value. Failure on the part of the bidder to accept this clause will attract the loading of 10% on the quoted price for the purpose of evaluation. The date of dispatch shall be taken as date of performance for the purpose of levy of penalty for delayed performance.

**15. Clause by Clause Acceptance:**

The vendor shall confirm clause-by-clause acceptance to the general conditions of the enquiry (Annexure - IV), Purchase order (Annexure – V) and the purchase specifications as indicated in the enquiry and clause by clause acceptance of Annexure – I & II.

**16. Quality Checks and Quality Records:**

- (a) Vendor shall carry-out all the Electrical & Mechanical tests as called for in the specifications & submit Test certificates for each lot of dispatch.
- (b) BHEL or its authorized agency may inspect the finished job before dispatch to BHEL. Supplier to provide all reasonable facilities for the same.
- (c) The final inspection shall be conducted at BHEL's work after receipt of material and the test result shall be final and binding to the bidders.

**17. 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 and for the reasons attributable to the Vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including interalia cost elements such as total transportation, insurance, any other taxes / Levis etc. as applicable.

Accepted all above

Signature and seal of vendor

**18. Other General Conditions :**

- (a) Weight taken at BHEL will be final.
- (b) The original excise duty document must accompany the consignment. In case of non-receipt of ED gate pass document, reimbursement of excise duty will not be possible.

**19. Other general conditions:** Terms and conditions as follows will also be applicable:

Indigenous:

Enquiry

MM5505 Rev.06

P.O

MM5527 Rev.03.

Bidder may obtain from us the copy of above mentioned terms and conditions if

not already available

**20. In addition to above our 'BHEL PO Terms & Conditions (Indigenous) and Terms & Conditions of Indigenous Enquiry' will also be applicable to this tender.**

Bidders may note that suitable loading will be done for arriving at the HESG price for any deviation from the standard terms & conditions.

Accepted all above

Signature and seal of vendor