

ENQUIRY NO E6293051 FOR SUPPLY OF PINE WOOD PACKING CASE LARGE PLAIN

Terms & conditions Of Enquiry for "Finish basis jobs" in addition to indigenous terms and conditions from BP-200102 & PO terms and conditions form No. MM5527

1.0 SCOPE OF WORK: -

- 1.1 Sealed tenders are invited for supply of Pine Wood packing case large plain as mentioned in the enquiry to various sizes and BHEL specifications.
- 1.2 Scope of work shall include completion of all the work operations as per BHEL drawings, specifications and delivery of the goods to BHEL stores in accordance with the drawings specification, technical scope, annexure & other relevant documents etc. of our enquiry.
- 1.3 All technical requirements should be as per Enquiry & specification with latest revision and dimension should be maintained as per PO requirement.
- 1.4 Supplier has to ensure identification on each Packing box which includes Name of Supplier, BHEL PO no, TFC no. BHEL reserves the right to reject the wood on account of non - available of aforesaid information.
- 1.5 TC (test report) will have to be furnished as per QP along with the supply. Finished items must be protected properly to avoid dent or damage during handing / transportation.
- 1.6 BHEL reserves the right to reject each pine wood packing case large plain subject to unsatisfactory/Quality on receipt at BHEL.
- 1.7 Soon after rejection of item, it is to be ensured by supplier that item should be taken back within one week after communication for replacement if possible. In the event of non-lifting of rejected material by supplier, BHEL will not be responsible for loss of such items to the supplier in any case.
- 1.8 All tenderers are advised to thoroughly study the technical scope/ document and ascertain all required details in their own interest. In case of any discrepancies it should be immediately informed in writing to the tender issuing authority clearly indicating the discrepancies before submitting the offers.

2.0 RATES:-

- 2.1 Rates should be quoted in **Rs per Cu. m.** F.O.R BHEL Stores, exclusive of taxes & duties.
- 2.2 Rates shall remain firm during execution of the Purchase order.
- 2.3 Rates shall be FOR BHEL, Bhopal.
Note : As per BHEL's terms and conditions of enquiry (BP 200102), for FOR Destination supply Insurance shall be done by the vendor.
- 2.4 Rates should be quoted after considering the benefits arising out GST regime.

3.0 TAXES & DUTIES:-

- 3.1 Applicable duties & taxes which BHEL is required to pay, should be clearly declared considering the offered validity and quoted delivery period. Otherwise BHEL will not be responsible for payment of any kind of duties & taxes.

- 3.2 Vendor to ensure timely remittance of SGST, CGST, IGST, UGST as applicable in time as per law.
- 3.3 Vendor to ensure TAX INVOICE submission along with consignment.
- 3.4 Parties shall declare GSTIN, HSN/ SAC Code, IT PAN and SSI registration details and also communicate subsequent changes,
- 3.5 Any loss / damages / penalties that are suffered by BHEL on any statutory Duties and levies due to delay in deliveries by the subcontractor shall be deducted from the subcontractor's bill/account.
- 3.6 No rejection allowance is permissible.

4.0 BASIS OF EVALUTION:-

- 4.1 Only offers received before due date & time and meeting the terms and conditions of the enquiry will be considered.
- 4.2 "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 L1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding" [This point is applicable in place of point 2 (U) sheet 2 of 6 of GTC]
- 4.3 GST shall be taken wherever it is not indicated in the offer for arriving the price to BHEL Bhopal.
- 4.4 All the offer shall be compared for total landed cost to BHEL at BHEL stores (HESG basis) The tender evaluation will be done total landed cost to BHEL.
- 4.5 Offers having deviations to terms and conditions are liable to be rejection.
- 4.6 **BHEL reserves the right to reject the offer of vendor who are under consideration/process of hold/banning as per BHEL guidelines. BHEL's decision in such situations shall be final and binding.**
- 4.7 **Offer of supplier against whom disciplinary action has been taken by BHEL, shall not be considered for evaluation.**

5.0 SUPPLY CAPACITY:-

The suppliers must indicate their capacity to supply of pine wood packing case large plain in **Cu.m. per month** keeping in view the work load already in hand and shall be committed to BHEL for supply as per the capacity indicated by them. **Minimum monthly capacity of vendor should not be less than 150 Cu M.**

6.0 NUMBER OF SUPPLIERS:-

- a)** BHEL reserves the right to split the ordering of the tendered quantity, hence your offer should be valid for part quantity also. Distribution of the tendered quantity is envisaged among three vendors with order quantity in the ratio of L1=48%, L2=32%, & L3=20% and the same would be based on their standing position after RA or Part-II price bid opening. No supplier can refuse the less quantity allocated.
- b)** On acceptance of the L1 rate, other parties may be considered for ordering at L1 rates.
- c)** In case L2, & L3 vendors do not accept the counter offer of L1 rates, then the counter offer shall be made to other vendors sequentially as per their ranking in RA followed by their ranking in sealed bids. At the end, however, if it is observed that less than two vendors (excluding L1 vendor) has agreed to L1 rates, then the

ANNEXURE - II

order shall be finalized with only those vendors who accept L1 rates. The quantity distribution then shall be revised as follows:

- a. 2 vendors: 65:35%
- b. 1 vendor: 100% (In case if none of the vendors accept L1 rate, then whole order quantity will be placed on L1 vendor)

Whenever the numbers of qualified vendors are three the quantity distribution shall be limited to two qualified vendors as per above. In case of two qualified vendors, 100% quantity may be given to L1.

7.0 **TERMS OF PAYMENT:-**

As per BHEL norms, 100% payment shall be made within 90 days after receipt and acceptance of material at BHEL BHOPAL against Stores Receipt Voucher. Those who covered in MSMED act 2006 and proper documents already given to BHEL, they will be paid within 45 days. Any offer indicating payment terms other than stated above will be suitably loaded.

As per BHEL circular, to ensure the latest/updated/revised MSME status of supplier, please arrange to furnish any of the following documents to get the benefit of MSE act (i.e. micro or small).

- (i) Entrepreneurs Memorandum part II (EM II) Certificate with deemed validity of 2 years. **OR**
- (ii) **EM II Certificate with Chartered Accountant (CA) Certificate as per prescribed format for the year. OR**
- (iii) Valid NSIC Certificate.

If you produce any of the above documents, then only you will be eligible for MSE benefits like payment within 45 days etc. under MSME Act 2006 & Public Procurement Policy for MSE, 2012.

8.0 **DELIVERY PERIOD:-**

Packing Box is used for packing and dispatch of equipment having substantial value and there its availability is very critical. Supply must be made depending upon the allocation given to vendor on day to day basis and must be completed within 8 (eight) days from the supply date mentioned in the allocation failing which LD as per BHEL norms shall be levied. For delay in supply LD shall be levied as per BHEL norms. In case supplier fail to deliver the boxes in time, we may take alternate procurement action at supplier's risk and cost.

9.0 **VALIDITY OF OFFER:-** Quotation should be valid for a period of minimum 90 days from the date of opening of tender and subsequently from the date of RA.

10.0 **INSPECTION:-**

Inspection would be done by BHEL and/or by third party nominated by BHEL at supplier's works. Final inspection shall be carried out inside BHEL factory premises by BHEL's Quality Control/third party, which will be binding on the suppliers.

11.0 **Other requirements :-** In case of any deviation in the terms and conditions of the enquiry or the general conditions of purchase order, offer may be summarily rejected. However if deviating from the enquiry conditions be unavoidable, the same should be clearly spelt in offer.

12.0 PENALTY :-

The delay in delivery would be subject to penalty @ 1/2% per week subject to max. 10% of PO value as per BHEL 's standard PO terms and condition OR as revised by BHEL time to Time.

13.0 BHEL RESEVERS RIGHT TO :-

- i) Cancel our requirement part or full at any stage the tender finalization (or) even after finalization of tender.
- ii) Cancel or forfeit the change in tender , any vendor (s) found to be "unsatisfactory" during or assessment processes/ non - compliance of statutory requirement etc. as required for " vendor registration " during / after the processes of finalization of contract.
- iii) Cancel the order (S) if any vendor (s) found to be "unsatisfactory" during or periodical assessment process / review of assessment process / non – compliance of statutory requirement etc. As required for " vendor registration " during the executing of order (s).
- iv) Divert order (s) in case of non - submission / delay in submission/ /delay in lifting the material / delay in completing the work / in- sufficient amount of bank guarantee / non / execution of order by vendor (s) at the risk and cost of vendor(s).
- v) Cancel the contract or forfeit the chance in tender , if any vender (s) disposed off units /found to be sick / running under unrest /declared insolvency /non renewal lease deed during /after finalization process during the validity of the contract without assigning any reasons thereafter.

14.0 ADDITIONAL INSTRUCTION TO BIDDER FOR REVERSE AUCTION

- a) BHEL reserves the right to go in for reverse auction/e- procurement instead of opening the price bid envelope.
- b) For the proposed reversed auction, technically & commercially acceptable bidder only shall be eligible to participate.
- c) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on intranet. The online bidding can be done from vendor respective offices on their computer with internet facility.
- d) Business rules like event date, start price, bid decrement , extension etc. also will be communicated through service provider for compliance.
- e) Vendors should fax the compliance form in the prescribed format (provided by service) before start of revers auction without this the vender will not be eligible to participate .
- f) At the end of reverse auction event, the L1 bid will be known on the network.

15.0 UN-REGISTERED SUPPLIERS OF BHEL, BHOPAL :-

Suppliers who are not yet registered with BHEL, Bhopal must submit following documents for one time code along with Part – I (Techno-commercial bid) of your offer:-

(1) Copy of PAN no.

(2) Copy of GSTIN, if applicable.

RTGS/EFT details as per BHEL format must be submitted immediately after placement of order who have yet not submitted to BHEL, Bhopal. Format of RTSG / EFT detail can be obtained from us or downloaded from link <https://www.bhelbpl.co.in/mm/EFTFormat.pdf>.

16.0 Apart from the above, Terms & conditions of indigenous enquiry and P.O. issued by material management department also refer BP 200102 (latest revision) and 5527 (latest revision) enclosed. In case of any dispute regarding terms & condition GTC (BP200102) will prevail.

Confidentially agreement: Without prior permission of BHEL, NIT related documents shall not be used for any other purpose.

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