

Annexure – II

SPECIAL TERMS AND CONDITIONS

Important: This format is to be submitted, along with Part-I of bid, duly signed by the bidder, as proof of acceptance. Any Deviation from the T&C mentioned below is NOT acceptable. Offers received without this acceptance, will be treated as non-responsive, and may be rejected.

SL. No.	DESCRIPTION	VENDOR'S REMARKS (Y/N)
1.	TWO PART BID:	
1.1	Sealed Quotations are invited in Two Part Bid System (Techno commercial Bid-Part: 1 & Price Bid – Part:2, separately) for entering into the Rate Contract of Imported Pressboard	
1.2	Sealed quotations in two part bid system should be submitted in our tender room addressed to DGM (MM-Coordination), BHEL, 2 nd Floor. Administrative Building, P.O. Piplani, Bhopal-462 022, India, so as to reach on or before 11.00 AM on Due date super-scribing our enquiry No. on the envelope. Tenders shall be opened on the same day at 02.00 PM. No late tender shall be entertained.	
2.	TECHNICAL TERMS AND PRE-QUALIFICATION REQUIREMENTS:	
2.1	Supplier to confirm that material shall be supplied exactly as per Technical parameters mention in Annexure A. Any deviation from above should be clearly brought out in offer. Please submit sealed and signed copy of Annexure-A. BHEL has the right to accept/reject the offer on the basis of deviation submitted by vendor.	
2.2	Technical & Commercial qualification requirements for vendors, are given in enclosed Annexure –I (Pre-Qualification requirements-PQR). Vendors are requested to go through the same and submit the Annexure duly signed and sealed along with Part-1 Techno Commercial bid. Documentary proof for all the parameters must be enclosed. Relevant documents as proof of meeting each of the clause of PQR, must be submitted along with Part-1 Techno-Commercial bid.	
2.3	Bids Received without documentary proofs may be rejected for not meeting PQR requirements. Price bid of such vendors will not be opened.	
2.4	Offers from vendors not meeting the Pre-qualification requirements (Annexure-I), shall be rejected and Part-2 Price bid of such vendors will not be opened.	
3.	RATE CONTRACT PERIOD:	
3.1	Rate Contract period: Rate contract will be valid for the period of 12 months from the date of finalization of R/C, for ordering. However, Rate Contract can be extended to one more year, if mutually agreed by vendor and BHEL.	
4.	RATE CONTRACT QUANTITIES	
4.1	Rate Contract Quantities are for Rate Contract (R/C) period of one year.	
4.2	Quantities may varies up to $\pm 5\%$ for individual thickness during supply against POs.	
4.3	Quantity of item may vary up to $\pm 25\%$ the allocated R/C quantity, to each vendor. Ordering against rate contract will depend upon the actual requirement/projects received by BHEL at the time of placement of orders during R/C period.	
5.	EVALUATION OF L1 VENDOR & SPLITTING OF QUANTITY BETWEEN VENDORS:	
5.1	Separate/individual Item wise L-1 will be decided.	
5.2	Price Evaluation of rates shall be done on the basis of landed cost at BHEL	

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	Bhopal	
5.3	Splitting of Quantities :	
	a) R/C will be splitted between three vendors in ratio of 48:32:20 as detailed below:	
	In Case of more than 3 techno commercial acceptable vendors	
	b) L1: 48%: R/C for 48% quantity will be finalized on L1 vendor subject to price reasonability by BHEL.	
	c) L2:32%: 32% quantity will be offered to L2 vendor on L1 rates. If L2 vendor accepts the offer, then R/C for 32% quantity will be finalized on L2 vendor. If L2 vendor refuses to accept the offer, then L1 rates will be offered to L3 vendor, and so on. If no vendor accepts the offer, then R/C for 32% quantity will also be finalized on L1 vendor.	
	d) L3:20%: 20% quantity will be offered to L3 vendor on L1 rates. If L3 vendor accepts the offer, then R/C for 20% quantity will be finalized on L3 vendor. If L3 vendor refuses to accept the offer, then L1 rates will be offered to L4 vendor, and so on. If no vendor accepts the offer, then R/C for 20% quantity will also be finalized on L1 vendor.	
	In case of 3 or less techno commercially acceptable vendors	
	e) If there are only three techno-commercial acceptable vendors, R/C quantity may be finalized on L1 Vendor or may be distributed in all the vendors in the ratio of 48:32:20.	
	f) If there are only two techno-commercial acceptable vendors, R/C quantity may be finalized on L1 Vendor or may be distributed in both the vendors in the ratio of 65:35	
	g) If there are only one techno commercial acceptable vendor, BHEL reserves the right to allocate 100% quantity or the quantity required by BHEL to vendor.	
	h) All efforts will be made by BHEL to maintain proportionate quantity distribution between L1, L2 and L3 vendors to the extent possible. However, ordering against rate contract will depend upon the actual requirement /projects received by BHEL/vendors approved by BHEL customer.	
	i) Quantity variation for split quantities : Quantity variation of +/-25% will be applicable for individual vendors on split quantities also.	
6.	TAXES AND DUTIES :	
6.1	Please confirm that the following have been considered and clearly mentioned in the techno commercial bid (Part I) :	
(I)	GSTIN	
(II)	GST Rate	%
(III)	Input Tax Credit Applicable	
(IV)	GST Type (IGST/CGST+SGST/UGST)	
(V)	HSN Code, 8 Digit no for each enquiry item separately.	
(VI)	Any other taxes/duties with percentage.	
7.	PRICE AND TERMS OF DELIVERY. (FOR INDIAN VENDOR).	
7.1	Prices shall be quoted on FOR Destination basis, up to BHEL Bhopal inclusive of freight and transit insurance .	
7.2	Freight and Transit Insurance shall be in the scope of supplier.	
7.3	Price shall remain firm till the execution of rate contract.	
8.	PRICE TERMS OF DELIVERY (FOR FOREIGN VENDOR)	
8.1	Prices shall be quoted on CFR/CIF JNPT Nhava Shava basis (Refer point 3 of General terms and conditions-BP200102 also). Exchange Rate considered will be the rate prevailing on techno-commercial (Part1) opening date. If exchange rate on Part-1 opening date is not available, exchange rate of previous bank working day will be applicable .	
8.2	Price shall remain firm till execution of the contract.	

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8.3	Freight and Transit Insurance shall be in the scope of supplier.	
8.4	On quoting of other incoterms, BHEL has the right to accept/reject the offer/quotation submitted by vendor	
9.	PURCHASE ORDERING.	
9.1	BHEL has the right to issue purchase order for any quantity/numbers as per their requirement.	
10.	DELIVERY SCHEDULE	
10.1	Delivery shall be reckoned from date of issue of Purchase Order. Delivery date in PO shall be mentioned as per BHEL requirement but not less than the agreed/quoted delivery period by vendor.	
10.2	Maximum quantity per month that can be supplied against this R/C is to be uploaded as an enclosure with Techno-commercial Bid.	
11.	PENALTY FOR LATE DELIVERY.	
11.1	Penalty for delay in supply: Penalty shall be levied @½% (Half percent) per week of delay from the scheduled delivery of individual Purchase Orders, subject to a maximum of 10% of the total Purchase Order value/Total order value shall be item wise, lot wise of order value.	
12.	RISK PURCHASE	
12.1	Except in case of standard force-majeure conditions or where dispatch clearance has not been given by BHEL, if material gets delayed exceptionally beyond the scheduled delivery date, BHEL reserves the option to cancel the order and procure the material from other sources at the risk and cost of vendors as per BHEL terms and conditions.	
13	TERMS OF PAYMENT (Indian Vendor):	
13.1	100% payment within 90 days of receipt (45 days for MSE including NSIC/Udyog Aadhar registered suppliers as per relevant act in force) subjected to acceptance of material at BHEL, on direct presentation of the documents.	
13.2	MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (where deemed validity of EMI II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.	
13.3	In case BHEL consider any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of SBI Base Rate plus 6 % for the credit period short of 90 days or offer submitted by vendor may not be considered by BHEL.	
14	TERMS OF PAYMENT: (FOR FOREIGN VENDOR).	
14.1	100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or payment terms of CAD payable on 90 th day of B/L /AWB. In case BHEL consider any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of SBI Base Rate plus 6 % for the credit period short of 90 days or offer submitted by vendor may not be considered by BHEL. The LC shall be valid for period of 90 Days, unless agreed otherwise	
15.	VALIDITY OF OFFER	
15.1	Validity of offer is to be given for minimum 120 days from due date of tender opening	

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16.	INSPECTION TERMS	
16.1	Indian & Foreign vendor: Inspection at BHEL Bhopal. However vendor to provide Test reports/certificates of raw material each lot/PO and take pre-dispatch clearance certificate from BHEL of each lot/PO before dispatch as per BHEL guidelines.	
16.2	Test reports/certificates of raw material each lot shall be provided, along with, as per relevant specification.	
17.	REVERSE AUCTION	
17.1	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. Vendors to confirm acceptance. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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. In case, BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealing with suppliers (available on www.bhel.com).	
18.	GENERAL TERMS & CONDITIONS OF CONTRACT.	
18.1	In case of any deviations to our specifications or non-acceptance of our terms and conditions, BHEL reserves the right to either reject the offer or suitably load the prices while calculating the landed total cost to BHEL. Confirm your acceptance.	
18.2	The above terms and conditions shall be read in conjunction with BHEL & standard terms and conditions of Enquiry, Form No BP 200102, Annexure-1 and Annexure A. Same is enclosed for ready reference. Vendors to submit signed copy of BP 200102, annexure-1 and Annexure A along with techno-commercial bid.	

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