

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)
GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY**

This Format is to be submitted in original duly signed and stamped by bidder. Deviation, if any, is to be brought out clearly in Schedule of Commercial deviation giving clause wise deviation. Any condition / clarification / deviation mentioned elsewhere will not be accepted.

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1.	INSTRUCTION TO BIDDERS: a) Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures. Corrections or additions must be clearly written both in words and figures and attested, otherwise offer shall be liable for rejection. b) Bidder must ensure that their quotation is received / dropped in the tender box on or before 14:00 Hrs of the due date of opening. <u>Location of Tender Box:</u> Bharat Heavy Electricals Limited, Transmission Business Group, Advant Navis Business park, Tower A 5 th Floor, 7 , Sector- 142, Greater Noida Expressway, UP -201305 c) The same shall be opened at 14.30 Hrs. on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time. d) Bids are to be submitted in Two parts: i) Techno-commercial bid (Part-I): To be submitted in duplicate. A copy of price bid (Part-II) “without prices” is also to be enclosed in Part-I bid. ii) Bidder to strictly ensure submitting the price bids in BHEL format of Rate Contract or as per project requirement. iii) Price bid (Part-II): To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words shall prevail over figure. Further in case of difference between unit rate & total price, unit rate in words shall prevail over total price. Both Parts-I and Part-II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and superscribed with enquiry no., item / package name, project name (if any) and due date of opening. e) “BHEL reserves the right to go for Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation”. e) Bids are to be submitted in Two parts: i) Techno-commercial bid (Part-I): A copy of price bid (Part-II) “without prices” is also to be enclosed in Part-I bid.

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	ii) Bidder to strictly ensure submitting the price bids in BHEL format. iii) Price bid (Part-II): To be submitted only in one copy separately. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words shall prevail over figure. Further in case of difference between unit rate & total price, unit rate in words shall prevail over total price. f) <u>For any Technical Clarification, please contact:</u> SHRI VIJAY KUMAR, MANAGER / TBEM SHRI SANJAY SHUKLA, DGM / TBEM BHARAT HEAVY ELECTRICALS LIMITED TRANSMISSION BUSINESS GROUP TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK, PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA-201305, DISTT- GAUTAM BUDH NAGAR, UP, INDIA Phone : 0120-06748534, 8531 E-mail : jaik@bhel.in / skshukla@bhel.in <u>For any Commercial Clarification, please contact:</u> SH. P. V. SHAIN, AGM (TBMM) / HIMANSHU KANASKAR, MANAGER (TBMM) BHARAT HEAVY ELECTRICALS LIMITED TRANSMISSION BUSINESS GROUP TOWER A, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK, PLOT NO-7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA-201305, DISTT- GAUTAM BUDH NAGAR, UP, INDIA Phone : 0120 - 6748140 / 0120 - 6748532 Email: shain@bhel.in / kanaskar@bhel.in g) Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection. h) Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period of offer, unless asked by BHEL, shall not be considered. With-drawl of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor. i) Authorized signatory should authenticate tender documents. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. j) Enquiry shall also be uploaded in the CPP portal.
2.	PRICES: <u>The Prices shall remain FIRM during contract period .</u> <u>Project Status</u> : DOMESTIC Hence, ED & CST is applicable as per Cl. 2 (g.) & (h.). The prices are to be quoted on "Ex works basis" i. e. the Transportation shall be arranged by BHEL – TBG from Bidder's works. The loading of Material in Trailers at Bidder's Works to be arranged by Bidder. The Transportation Cost by BHEL will however be added to the Cost of Bidders to arrive at Landed Cost to BHEL.

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	The Rate Contract Rates which will be used for loading are : a) Rs. 3.51/MT/KM- (Rs. Three and Fifty One Paise only) per MT per KM. Freight Escalation Clause is applicable on Freight Rates. The base freight rates for mechanical trailers would increase/decrease by 50% of percentage increase/ decrease in the rates of diesel prevailing over the base rate on 07.02.2017 in Delhi as mentioned below. Any increase/decrease so allowed will be added to or subtracted from the basic freight rate. This increase/decrease will be computed as on 5th of every month and rates will be valid for that particular calendar month. The rate of diesel will be based on the rates obtained from PSU oil companies applicable to New Delhi. Freight increase on any other account will not be permissible. The Base Rates of Diesel Prices prevailing on the date of 07.02.2017 are Rs. 59.02/Litre. The Final Date for calculation of Freight Escalation will be Techno-Commercial Bid opening date for this Tender for MS Rod. b) Distance will be taken as shortest route exhibited in Motoring Guide of India. c) Minimum Chargeable distance shall be 100 Kms even if the delivery destination is less than 100 Kms. d) Transportation shall be done by trailers only. Minimum transportable weight will be 22 MT. If qty is less than this minimum transportable weight then payment of F&I shall be made for minimum transportable weight i.e. for 22 MT. e) Project Location is given in Annexure to enquiry. The prices shall be quoted by the vendors considering following The prices are to be quoted on Ex-works basis. The break-up of prices shall be as under : - f) Ex-works Price: Ex- works price including packing & forwarding charges and charges for Loading in Trailers arranged by BHEL - TBG for Transportation. g) Excise duty: ED as applicable is to be quoted extra as percentage in both un-priced and price bid. h) Sales Tax: ST / VAT / CST (against C-form) to be quoted as percentage in un-price and price bid. In case of interstate sale-in-transit supplier have to provide E1/E2 form. i) Entry tax / Octroi Charges: NOT APPLICABLE. e) Freight & Insurance: IN BHEL - TBG Scope. (Bidders to note the Loading Criteria mentioned above for determining L1 Bidder) f) Type Test charges: NOT APPLICABLE. Note: i) The purchase order shall be placed on Ex – Works basis. “BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided

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	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 in vogue." (Further to above clause, please refer attached Annexure I for Terms & Conditions Of Reverse Auction Page 1 & 2) <u>RA guidelines is also on BHEL website (www.bhel.com)</u>
3.	<u>TERMS OF PAYMENT:</u> 100 % Payment with Taxes, Duties, Freight & Insurance within 60 days (45 Days for MSE vendor) from the date of receipt of complete invoice with following documents in 3 sets (Original + 2 copies): - LR duly endorsed in the name of customer by BHEL site NOT APPLICABLE - Receipt of material on the attached format by BHEL site NOT APPLICABLE - Excise invoice (If Applicable) - Delivery Challan or Packing list (case wise) (If Applicable) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers NOT APPLICABLE - MICC - Guarantee Certificate - Copy of Performance Bank Guarantee NOT APPLICABLE [A.] Documents to be furnished by vendor immediately after dispatch: - Copy of Invoice - Copy of LR - Copy of Delivery Challan / Packing List - Copy of Insurance Certificate - Copy of Guarantee Certificate [B.] Following Documents to be sent by vendor to TBG, BHEL : - LR duly endorsed in the name of customer by BHEL site NOT APPLICABLE - Receipt of material on the attached format by BHEL site NOT APPLICABLE - Excise invoice (If Applicable) - Delivery Challan / Packing list (case wise) (If Applicable) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers NOT APPLICABLE - Dispatch Clearance / MICC - Guarantee certificate - All Test & Inspection Reports
4.	<u>INTEREST LIABILITY:</u> In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.
5.	<u>GUARANTEE :</u>

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	The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, whichever is earlier. The defective material / component shall be replaced free of cost at site.
6.	BANK GUARANTEE: NOT APPLICABLE
7.	FINAL ENGINEERING DOCUMENTATION: NOT APPLICABLE
8.	INSPECTION: BHEL and / or customer / third party may inspect the Equipment / Material before despatch. In the event BHEL / Customer waives off inspection, Test Reports and Results shall be submitted for Approval. Supplier shall obtain Approval on Test Reports and MDCC / MICC (Material Inspection Clearance Certificate) before dispatch of equipment. Stage inspection during manufacturing may also be carried out. Material to be dispatched only after getting Dispatch Clearance from BHEL. Supplier shall send inspection call on prescribed format only, with an advance notice of 15 days. (New Format of Inspection Call attached with this Enquiry).
9.	DESPATCH DOCUMENTS: Following despatch documents are to be immediately sent to purchaser on despatch. - Copy of Invoice - Copy of LR - Copy of Delivery Challan / Packing List - Copy of Insurance Certificate - Copy of Guarantee Certificate
10.	DELIVERY REQUIREMENT: Proposed delivery plan is 15 AUGUST 2017. However, vendor has to quote their best possible delivery plan in activity schedule to meet the tender delivery requirement. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s). Note: LR date or Invoice date whichever is later shall be considered as delivery date. However, Delay by BHEL's Transporter in placing the vehicles will not be to Bidder's account.
11.	DELAYED DELIVERY: In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works Value per week or part thereof subject to maximum of 10% of total Ex-Works value of P.O. will be levied.
12.	VALIDITY: The offer shall be valid for 120 days from the due date of opening.
13.	ACCEPTANCE / REJECTION OF TENDER: BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.
14.	EVALUATION: Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.

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15.	DEVIATION: The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer as mentioned at Cl. No. - 25.
16.	QUANTITY VARIATION : + / -30%, during contract stage as well as completion of execution of purchase order.
17.	<u>ARBITRATION:</u> All cases of disputes emanating from and relating to this contract shall be referred to the sole arbitrator appointed by Unit Head / GM, BHEL. The arbitrator may be an employee of BHEL whether serving or retired or any other person nominated by Unit Head/GM BHEL. The arbitration shall be in accordance with 'The Arbitration and Conciliation Act 1996' and the rules there under as amended from time to time. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final & binding upon both the parties. The venue of arbitration shall be Delhi.
18.	<u>LEGAL SETTLEMENT:</u> All disputes shall be subject to jurisdiction of court situated in Delhi/New Delhi only. Notwithstanding contained herein anything in this NIT, the original exclusive jurisdiction shall remain of the court at Delhi / New Delhi.
19.	SUBCONTRACTING: In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.
20.	<u>RISK PURCHASE:</u> In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and Cost to BHEL of the successful bidder.
21.	<u>ADJUSTMENT OF RECOVERY:</u> Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works/contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.
22.	<u>FORCE MAJEURE CONDITION:</u> Force Majeure will mean: Circumstances beyond the control of contracting parties such as but not limited to act of God, natural catastrophes, fire, war, embargo, industrial dispute, riot, civil commotion, restrictions etc. Vendors willing to plead force majeure shall inform its effect on fulfilment of contract and shall not be held responsible for non performance in such circumstances.
23.	<u>DEMURRAGE / WHARFAGE:</u>

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	For the reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any, paid by BHEL (for stated reasons).
24.	SPECIAL CONDITION: Procurement will be from manufacturers only. Manufacturers should submit offers directly. However in case of involvement of any representative the details of the same along with the copy of the agreement should be submitted in the first part of the offer. Principal manufactures must ensure that the nominated representative do not represent any other manufacture for the same item.
25.	LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON: <u>25.1 : TERMS OF PAYMENT:</u> If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per “Terms of Payment” at sr. No. 3 above, loading to be done as follows: a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. b) 60 days - No loading <u>25.2 : DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</u> Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause.
26.	"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 (Format enclosed at Annexure -1 where deemed validity of EM 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 are 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. "
27.	"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."
28.	Non-TBG Vendors shall submit their credentials (Supplier Registration Form on the Online Supplier registration Portal) for registration in TBG with permanent code and the offer of this vendor shall be considered subject to registration with permanent code in TBG, before price bid opening or conducting RA. Vendors who are not approved in TBG PMD for specific category as per requirement (refer Schedule of Price) shall submit their credentials (Supplier Registration Form)

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	on the Online Supplier registration Portal) for registration in BHEL TBG for specific category and the offers of these vendor shall be considered subject to their registration in specific category, before price bid opening or conducting RA. Offer of techno – commercially acceptable vendors shall be considered for Price Bid Opening / RA subject to their approval from Customer.
29.	PRE QUALIFYING CRITERIA FOR OPEN TENDER : Bidder must meet following requirement : 1. Bidder must have produced at least 500 MT of 40mm dia or higher MS Rod in a single Financial year in any one of last 3 Financial years.
30.	Final acceptance of bidder's offer is subjected to Customer approval of bidder. The Vendors will be intimated regarding their qualification along with intimation for Price Bid opening / RA. Price Bid shall be opened only for Customer Approved Vendors.

Signature of Bidder
Seal