

**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.

Sr. No	ENQUIRY NO. 828E125 DATED 03 – 07 - 2018 DUE ON 11 – Jul - 2018
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 Bidder can also submit their BID on Email : tenderbox@bhel.in 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. 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 super scribed with enquiry no., item / package name, project name (if any) and due date of opening. 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. 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

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	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 SHYAM VIHARI, DY. MANAGER / TBEM SHRI P. L. KADHALA, 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 - 6748544, 6748552 E-mail : SVIHARI@BHEL.IN; plkadhala@bhel.in <u>For any Commercial Clarification, please contact:</u> SH. S. K. JAIN, AGM (TBMM) / R N RAM, SR. ENGINEER (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 : 0120-6748137 / 0120-6748532 Email: raj.ram@bhel.in / skjain@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>Prices shall be on FIRM basis.</u> <u>Project Status : DOMESTIC GST applicable</u> a) Unless specifically indicated in the NIT, all prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL Shall be allowed. b) Unless specifically indicated in the NIT, the prices shall be on INR basis. c) Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site/ Destination) basis excluding GST.

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	d) Ex-works Price: Ex-works price including packing & forwarding charges. e) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is to be quoted. GST rates along with HSN/SAC code as applicable on Sr No (a) to (e) above is to be mentioned separately in percentage in both un-priced bid and price bid. Note : i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders. ii) Prices quoted by Indian bidders shall be in Indian Rupees only. iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier. v) Prices in respect of Sr No (a) to Sr No (e) of Clause 2 above are to be quoted inclusive of all taxes & Duties, charges. Levies , royalty etc if any, excluding GST. Note: The purchase order shall be placed on (FOR) basis.
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. <u>WILL BE ARRANGED BY BHEL.</u> - Receipt of material on the attached format by BHEL site <u>WILL BE ARRANGED BY BHEL.</u> - GST Compliant invoice (If Applicable). - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers - MICC - Guarantee Certificate - TEST CERTIFICATES [A.] Documents to be furnished by vendor immediately after dispatch: - Copy of Invoice - Copy of LR - Copy of Delivery Challan / Packing List NOT APPLICABLE - 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 - Receipt of material on the attached format by BHEL site - GST Compliant invoice (If Applicable) Delivery Challan / Packing list (case wise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers - Dispatch Clearance / MICC - Guarantee certificate - All Test Reports / Certificates & Inspection Reports (if any). [C] In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a)

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	above to be deemed fit by BHEL subject to a minimum of 10% of the total exworks value of the invoice corresponding to the LR / GR against which any Shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / Replenished against Certification by BHEL Site Official. [D] Payment of GST component shall be made only if vendor has deposited the Tax And credit for the same is reflected in GSTN (GST Network). In case credit of the same is not reflected in GSTN , vendor may alternatively furnish BG of GST Amount for a period valid for not less than 1 month .In case of disallowance of credit /non reflection of credit in GSTN , amount will be recovered from supplier Along with applicable Interest, penalty etc. from any of his dues. [E] If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ Performance of service. In case of non-compliance any additional charges Towards interest, penalty etc., will be to vendors account. [F] TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate If applicable, from the appropriate authority is furnished to BHEL along with Invoice.
4.	INTEREST LIABILITY: In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.
5.	GUARANTEE : The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, which ever 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: AT THE EARLIEST: Vendor to quote their best possible delivery plan in activity schedule to meet the tender's delivery requirement. In case, BHEL's delivery requirement are 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

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	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.
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 there-of subject to maximum of 10% of total Ex-Works value of P.O. will be levied along with applicable GST on LD.
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.
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 Sl. No. - 25.
16.	QUANTITY VARIATION: + / -10%, 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 &

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	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> 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 / wharf ages, if any, paid by BHEL (for stated reasons).
24.	<u>SPECIAL CONDITION:</u> 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.	<u>LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON:</u> <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 undelivered 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

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	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 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-QUALIFICATION REQUIREMENT 1. The Bidder should have successfully supplied the Reinforcement steel of Grade FE 500/ 500D for Switchyard, Power house, Industrial Building Factories to any public sector enterprises or state government utility or multinational company. Copy of proof of supply of Reinforcement Steel of similar grade to be submitted (Purchase order, receipt LR, Invoice, Delivery Challan, performance certificate , Dispatch order any other documents to BHEL). 2.Credentials of only one Shortlisted vendor to be submitted for customer approval

Signature of Bidder (Authorized Signatory) with Date & Seal