



## ANNEXURE – A

### **GENERAL TERMS & CONDITIONS OF TENDER FOR PACKING MATERIAL**

The following are general requirements for supply of **Wooden** Packing Crates for Insulators in assembled condition to BHEL IP Jagdishpur under the annual rate contract 2011-12.

The offer should be submitted in a sealed cover super scribing tender number & due date addressed to

**Sr Manager/ MM**

Bharat Heavy Electricals Ltd  
Insulator Plant, BHEL  
Industrial Area, Jagdishpur  
CSM Nagar -227817, U.P.

So as to reach here within 2:30 P.M. on the due date and the tenders will be opened at 3:00 P.M. on the scheduled date in the presence of those vendors or their authorized representatives who wish to be present.

Sealed bids are invited under Two Part Bid System from the suppliers with sound technical and financial capabilities fulfilling the requirements stated in the bid document.

The tender is floated in two parts bid system comprising as below:

Part-I: TECHNO-COMMERCIAL and

Part-II: PRICE.

The vendor should submit offer comprising of TECHNO-COMMERCIAL as well as PRICE BID on or before the scheduled due date mentioned. The both bid shall be put in a separate **sealed cover** and then put into **one sealed envelope**. The cover of **all the envelopes** should have the **Corresponding Party Name, Tender Enquiry Nos , Subject of Tender and Due Date written on it**. If the offer is found in opened condition, the same offer will be summarily rejected.

**PART-I: TECHNO-COMMERCIAL:** The terms and conditions of tender should be thoroughly understood and confirmed in the Techno-Commercial offer. The Following documents (self attested copy ) shall be submitted along with offer

1. Sales tax registration certificate
2. PAN No
3. Last three years Income Tax Return Or latest for registered vendors at BHEL IP Jagdishpur for packing crate
4. Last three years balance sheet statement Or latest for registered vendors at BHEL IP Jagdishpur for packing crate
5. Minimum two years experience of successfully supply for similar items such as packing box /crate to any Government department / Public Sector Undertaking/ Reputed Organizations Or registered vendors of BHEL IP Jagdishpur for packing crate. Copy of Purchase orders will be required as supporting documents.
6. Total list of equipment's available
7. Organization chart
8. Commercial Terms ( Refer Clause 5 , 6,10 ,11 ,12 & 13)
9. Details of litigation with govt. dept., if any
10. Details of litigation with BHEL units, if any.
11. Capacity: Capacity per month for IP, Jagdishpur for Packing Crate: Qualifying Limit: Minimum 5000 Nos per month ( For detail refer Clause 7 , capacity) against **TE 48 dated 13/12/2011.**
12. Lead time required for supply
13. Phone No. and complete address of workshop and office, along with name of contact person.
14. Acceptance of all terms and conditions of Tender enquiry. Any deviation shall be explicitly mentioned here itself.



Offer is liable to rejection due to non-submission of above documents.

**PART-II: PRICE:** Prices to be quoted item wise, as per enclosed price bid format Annexure B for TE 48. Price bid of only those bidders who qualify our technical requirement will be opened. Opening date will be informed later on through letter or telephone or both.

- A) Items details are provided in Annexure B along with tentative annual requirement of each type of crates. These are total indicative quantity for each item. However actual quantity may vary depending upon our requirement.
- B) Drawing for each type of crate is provided herewith.
- C) The price quoted will be firm during the rate contract period.

The terms and conditions specified herein are to be strictly adhered to for all the Packing Crates for Insulators in assembled condition to BHEL IP Jagdishpur under Annual Rate Contract.

1. The rates finalized for the annual rate contract shall be valid for ONE YEAR with effect from release of ARC for supply. The rate contract shall have provision for further extension on same terms & condition for mutually agreed period with the mutual consent of both the parties.
2. The offer should be valid for acceptance for 90 days from the date of opening.
3. **Earnest Money Deposit (EMD) :** The Bidder should submit their quotation along with Earnest money (EMD) in form of Demand Draft / Pay order for Rs-10000 (Rs Ten thousands Only) payable in favor of Bharat Heavy Electricals Ltd, Industrial Area Jagdishpur CSM Nagar (UP). Bidders without Earnest Money Deposit are liable to be rejected / will not be considered.

The bidders are neither entitled for any interest on the Earnest Money Deposit, nor any right for award of the contract. The EMD amount will be forfeited if the bidder after submitting his tender, withdraws its offer or modifies the terms and conditions thereof or fails to supply materials as per tender terms. EMD given by all unsuccessful bidders shall be refunded within 15 days of finalization of rate contract. In the case of successful bidders the EMD will be retained as part of the security deposit.

4. **Security Deposit :** Successful bidders will have to furnish a security deposit of Rs 1,00,000.00 (Rupee One Lakhs only) or 10% of Estimated rate contract Value whichever is less, which shall includes the EMD amount retained as a part of security deposit, immediately after award of the contract. The Security deposit will be forfeited in the event of breach of contract conditions by the vendor.

Security deposit is accepted in any one of the following methods.

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Bidder furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Bidder, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the supply and the balance 50% may be recovered from the running bills.



viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.

ix) The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

The Security deposit shall not carry any interest & the deposit shall become payable / returned on successful completion of the contract period.

5. **Delivery Term, Duties, and Taxes:** The rates quoted shall be on F.O.R- BHEL Stores basis with unloading charges and exclusive of taxes and duties. The rates shall be inclusive of unloading charges, freight & Insurance. Duties and taxes applicable on date shall be explicitly mentioned. The taxes & duties will be paid extra as applicable on the date of supply.
6. **Payment Terms:** 45 days credit after receipt of material at BHEL stores for accepted quantity.
7. **Capacity:** The projected requirement BHEL has been given in tender as annexure B. Vendors should state their capacity to supply the BHEL per month in each category separately. Vendor's capacity to supply per month in each category implies vendor's ability to supply such quantities of items meeting the quality requirements and delivery schedules. Vendors shall intimate only such capacity that can be allocated to BHEL and not their total capacity. The Vendor shall mention the capacity for packing crate & set of cut to size planks separately. The vendors having capacity (allocated to BHEL) less than 5000 Nos crate Per month will not eligible as per technical criteria mentioned above. The Corresponding qualifying limit for Cut to size planks is 3000 Set per month.
8. No minimum load is assured. BHEL reserves the right to enter in to rate contract with one or more than one vendors depending on requirement. BHEL reserves the right to terminate / suspend the rate contract in part or full owing to non adherence of Terms and conditions of RC and unsatisfactory performance of vendor either on delivery or quality front.
9. Purchase order will be placed by IP separately on eligible vendors from time to time depending on actual requirement on finalization of rate contract. Quantities of materials ordered from time to time shall be dependent on actual requirement. Delivery dates indicated in the purchase orders shall be adhered.
10. **Lead time:** The monthly schedule will be provided with Maximum lead-time of 5 ( Five) days i.e. Vendor will be given total of 35 days to execute such order quantities subject to a maximum of indicated monthly capacity. BHEL will have option to change the monthly schedule on five days prior notice.
11. **LD Clause:** In case of delayed delivery, LD @ 0.5% per week up to a maximum of 5% will be levied on the defaulting quantity for the delayed period as per the corresponding monthly schedule or declared capacity of vendor whichever is less.
12. **Risk Purchase Clause:** BHEL at its option will be entitled to terminate the contract and purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller fails to deliver within the stipulated time. The seller shall be liable for any loss, which BHEL may sustain by such risk purchases. The loss may be recovered from the vendor's outstanding bills with the concerned unit or any sister unit.
13. **Inspection :** The Inspection and acceptance of material will be at BHEL works
  - A. Entries of loaded vehicle of crates will be allowed between 9:00 AM to 2:00 PM on all working days. However BHEL will not be responsible for unloading of crates due to any reason thereof. The Unloading of crates will be in the scope of Vendor.



- B. Rejected material shall be lifted by vendor through same vehicle by which cartes are delivered.

14. **Price Comparison:**

- Prices shall be considered on LANDED COST BASIS (COST TO BHEL). Landed cost shall be worked out on price quoted excise duty, sales tax after taking out CENVAT and VAT Benefit, as applicable. The comparative statement shall be worked out on landed cost basis for EACH ITEM. The comparative statement of the prices prepared based on quoted price shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors.

15. The price negotiation, if considered necessary, will be done with item wise L1 bidder .
16. Party will have to follow all the legal and statutory requirements of State and Central Government and other government bodies and their rules issued time to time. BHEL will not be responsible in any way if they are fined or penalized due to non-fulfillment of these requirements .BHEL will cancel the contract, if in case party is found as the violator of any government rules.
17. BHEL reserves the right/option to REFLOAT the tender if L1 price is not the lowest acceptable price to BHEL.
18. **Distribution of Load Share:** The load will be distributed among 5 most competitive vendors in the ratio of 30:25:20:15:10. The eligible vendors will be asked to match negotiated L1 price. However the load sharing is subject to acceptance of counter offer that is calculated with reference to the negotiated L1 price and linked with the vendor performance and capacity. In case of more than one vendor having same ranking, the load share corresponding to the ranking and the next ones will be clubbed together and will be equally distributed among such vendors. In case, any eligible vendor does not accept the counter offer, opportunity will be given to the next ranking vendor.

If only two more vendors are accepting L-1 rate, order will be distributed in ratio of 35:30:20:15.

If only two more vendors are accepting L-1 rate, order will be distributed in ratio of 50:30:20.

If only one more vendor is accepting L-1 rate, order will be distributed in ratio of 60:40.

If No other vendor is accepting L-1 rate, 100% share will be allocated to L1 vendor.

19. The orders will be placed during the contract period on vendors for eligible share from time to time for actual requirement. The loading of order share on the vendors will also be subjected to their performance ratings (Quality rating, Delivery rating & Service rating) for the supplies made during the contract period. The vendors with consistence good performance will be preferred over poor performing vendors and encouraged with more order share.
20. BHEL will have the option to defer the supplies of any purchase order with a notice period of 5 ( five) calendar days.
21. In case of unsatisfactory performance of quality / delivery BHEL will have right to discontinue the contract in part or full.
22. Vendor must agree to delivery term of FOR-BHEL-Stores and Payment terms as per clause 3 & 4 and no deviation in this regard shall be allowed.
23. Validity of the rate contract shall be considered as the last date for placement of PO.
24. Acknowledgement of BHEL Stores shall be only legal document towards receipt of material
25. The vendor will have to follow all the legal and statutory requirements and BHEL norms. BHEL will not be responsible in any way if the vendor is fined or penalized due to non-fulfillment of these requirements by any government agency like Sales Tax, Excise etc.



26. The wood if banned by any government authority at any point of time shall be not used for crate in spite of its mention in drawing/specification provided by BHEL. The responsibility to ensure the compliance of government/ salutatory authority ruling in this regard lies with Vendor. BHEL will not be responsible in any way if the vendor is fined or penalized due to non-fulfillment of these requirements.
27. **Arbitration:** Settlement of dispute, if any arises, at anytime between the BHEL and the vendor upon or in relation to or in connection with the vendor, the same shall be referred to the sole arbitration of the Head of the concerned BHEL unit or to person appointed by him. The award of the arbitrator shall be final and binding on both BHEL and the vendor
28. **Legal Jurisdiction:** In case of any legal proceedings, area of jurisdiction will be Sultanpur, UP.
29. The tender not meeting the above conditions may not be entertained.
30. A copy of Conditions of Purchase (Indigenous) is attached herewith. In case vendor wins the bid, these conditions of purchase are to be met up the extant not contradicting with the terms and conditions stipulated above ( i.e Terms and Conditions of Tender for Packing Crate)

( **Amit Verma**)  
Engineer (MM)