

SPECIAL TERMS AND CONDITIONS

(Tender Enquiry No. 1718-011E Dated 13.04.2017 Due date 24.04.2017)
ITEM: Supply of **Miscellaneous Items**

Tender Enquiry No.	1718-011E
Enquiry date	13.04.2017
Last time and date of tender submission	1500 Hrs 24.04.2017
Tender opening time and date	1530 Hrs 24.04.2017
Quotation Parts	<u>Two-part Bid</u>
Item Description	<u>Supply of Miscellaneous Items</u>
Item Specification	<u>As per below mentioned clause No. S2</u>
Delivery schedule (In days)	<u>Within 02 months from date of release of PO / LOI</u>
Validity of offer (In days)	<u>60 days</u>
Quantity Variation	<u>+/- 10% of tender quantity</u>

Documents required along with supply of material	
1. Test Certificate / Compliance certificate	<u>Required</u>
2. Guarantee /Warranty certificate	<u>Required</u>
3. Third Party Inspection Report	<u>Required in case of TPI</u>

Pre-qualification criteria

P1.

Bidders should primarily be engaged in supply of same / similar items. Vendor has to provide any customer's Purchase Order(s) copy/ies for same / similar items. PO date should not be older than 01.04.2014 and cumulative value of POs should not be less than Rs 50,000.00

SPECIAL TERMS

S1. QUOTATION SUBMISSION

This tender is through e-procurement mode for supply of "Miscellaneous Items" as per specifications mentioned in below tender terms.

 BHEL Maharashtra Company BHEL IVP- GOINDWAL	SPECIAL TERMS AND CONDITIONS (Tender Enquiry No. 1718-011E Dated 13.04.2017 Due date 24.04.2017) ITEM: Supply of Miscellaneous Items
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S2. SCOPE OF SUPPLY

In addition to the clause no. G5 in “General Contract Conditions of tender”, All the items are to be supplied as per below mentioned drawing and standards:

Sl. No.	Material Code	Description	Enquiry quantity, Nos.	Material Specification / Industry Standard description	Drawing No.
10	170313020000	MALE & FEMALE ELBOW-A4-1/2"	850	IS:1879-1987	-----
20	170430110000	BEEDED PLUG T9 - 1/2"	1000	BPS 718501	-----
30	170430240000	PLAIN PLUG-1/8 -T8-BPS718515	3300	BPS 718515	-----
40	220736460000	END COVER 69-BPS:6119-0120-41	1400	BPS:6119-0120-41	-----
50	220744630000	TUBE END COVER INT DIA 27-BPS 6119-0120	1000	BPS DRG-6119-0120	-----
60	417042001600	SPLIT PIN-2x16 -IS549	4000	IS-549	-----
70	417090302400	DRIVE PIN-3x24 -40C8-IS7368-FLGRV	1200	IS-7368	-----
80	417090503200	DRIVE PIN-5x32 -IS7368-FLGRV	250	IS-7368	-----
90	417100602400	DRIVE PIN-6x24 -40C8-IS7385-HFGRV	1850	IS-7385	-----
100	417110253200	SPR DWL SLEEVE-2.5x32 -IS5988-L	900	IS-5988	-----
110	417110302000	SPR DWL SLEEVE-3x20 -IS5988-L	1100	IS-5988	-----
120	417110603200	SPR DWL SLEEVE-6x30 -IS5988-L	3300	IS-5988	-----
130*	417508001200	SELF LOCK NUT-M12 -SPR-GALV	2100	BPS 417508	-----
140*	417508001600	SELF LOCK NUT-M16 -SPR-GALV	300	BPS 417508	-----
150*	417508002000	SELF LOCK NUT-M20 -SPR-GALV	600	BPS 417508	-----
160*	419020001900	EXT CIRCLIP-A19 -IS3075P1-N-d17.5	2100	IS-3075(P-1)	-----
170*	419020002000	EXT CIRCLIP-A20 -IS3075P1-N-d18.5	1100	IS-3075(P-1)	-----
180*	419020002400	EXT CIRCLIP-A24 -IS3075P1-N-d22.2	1100	IS-3075(P-1)	-----
190*	419020003800	EXT CIRCLIP-A38 -IS3075P1-N-d35.2	1550	IS-3075(P-1)	-----
200*	419020007000	EXT CIRCLIP-A70 -IS3075P1-N-d65.5	700	IS-3075(P-1)	-----
210	550173970000	BALL D4-2253	3000	TSB047/02	4V225304046/00
220	961331900000	BUTTON - CABLE STRAP	1500	TSB048/02	-----
230	963533370000	SCREW PLUG M33X2	1700	TSB064/02	-----

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S3. Regarding MSE reserved items

Out of the total 23 items, 08 items (Item Sl. No. 130 to 200) are MSE reserved items; hence procurement will be preferred from MSE bidders who provide MSE documents as per clause no. G12 of GCC of MM Tenders.

In case no such quotation is received, then only quotation of non-MSE bidders will be considered for these 08 items.

S4. Regarding Non-MSE items

For the remaining 15 items (excluding above mentioned 08 items marked by ‘*’), no such MSE reservation condition is applicable as mentioned in S3.

S5. Loading criteria cum counter offer

No counter-offer will be given. Only MSE preference will be given as per below:

1. Tender quantity shall be divided in the proportion 80:20 (80% for L1 and 20% for MSE's) in case the L1 vendor is not a MSE subject to following conditions:
 - a. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be offered 20% quantity of tender quantity at L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply shall be shared equally. If there are more than one MSE in the price band of L1+ 15% to whom the offer has been sent and some of them reject the offer, then the remaining quantity shall be distributed equally to the MSEs accepting L1 prices.
 - b. 20% from the 20% quantity (i.e. 4% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from other Micro and Small Enterprises.
 - c. In case any MSE vendor does not accept the counter offer, the above mentioned 20% quantity shall be given to L1.
 - d. If there is no MSE in the Price band of L1+15% then the 20% quantity shall be given to L1 vendor.
 - e. If other suppliers (other than L1) are not under MSE then 100% quantity shall be given to L1 supplier.
2. In case if the L1 vendor is MSE then quantity shall be provided as 96 % for L1 and 4% tender quantity shall be offered to the MSEs owned by SC/ST's in the price band of L1+15%. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from L1 vendor.
3. In case the L1 vendor is a MSE owned by a SC/ST then the 100 % quantity shall be loaded on L1 bidder.



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In case of non- acceptance of counter offer by any vendor after above applicable provisions the whole quantity shall be given to L1 vendor.

This ratio can be altered in case of any failure on part of L1 regarding delivery commitment/quantity/quality of material.

All above mentioned preferences shall be given to MSEs and SC/STs only on the submission of documentary evidence.

BHEL will not give counter offer to highest bidder in any case.

If there are more than one L1 bidders, quality shall be equally divided, except MSE portion (if any).

S6. Inspection

In addition to the Inspection term of 'General Contract Conditions (G11)', please note that "BHEL representative from unit or CQ is authorized to carry out audits alongwith TPIA at vendor's works before clearing the items for dispatch".

S7. OTHER CONTRACT CONDITIONS

These Special terms & conditions and GCC collectively are the part of tender terms and conditions.

Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

G1. INSTRUCTION TO BIDDER

Quotations shall be submitted before due date and time. Late offers are liable to be rejected, so please ensure to submit bid well within due date and time. Techno-commercial part will be opened on due date. **Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids by email/fax/post/courier/E-procurement system generated email.**

G1.1 INSTRUCTION TO BIDDER (In case of Non-E-Procurement/Paper/Manual/Hard Copy based tenders)

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. Fax (01859-222061) / E-Mail (tendermm@bhelivp.in) offers received in time shall be considered only when such offers are complete in all respects. In case of bulky tender please handover quotation to Sh Harpreet Rai/ DGM/Head-MM or Sh Tajinder Singh/AGM/HR,Civil,MM. [Contact : 01859 224 615/621].

G2.1. INSTRUCTION TO BIDDER (In case of E-Procurement)

Interested bidders/Suppliers shall submit their offer through e-Procurement mode at <https://bheleps.buyjunction.in>. **Offers in any other mode will not be accepted.**

For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps:

a. Requirements

1. A PC with Internet connectivity.
2. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)
3. The site is best viewed in Internet Explorer 9.0. If you are using Internet Explorer 10 or above then enable compatibility view available under Tools menu.
4. Install Java 1.8 Update 67/72/79/77 (32 OR 64 Bit)

b. Mandatory Requirements:

Suppliers interested for registration for BHEL Open Tenders should have a valid DSC (Digital Signature Certificate) before Proceeding forward for Registration. Herein a Valid DSC refers to an Active and unexpired Signing and Encryption Certificate, with specification Class III SHA 2 2048 bit.

For Unregistered Suppliers in EPS:

Procedure for Online Registration in EPS for Open Tender Suppliers for BHEL. Please follow the below steps for registration: -

1. Click Register Button (Top of the Screen).
2. Please input your organization PAN No (in case of Indian supplier) or click "Foreign" in case you are an overseas Supplier.
3. Click on INTERESTED Button against the Organisation name 'Trichy, BHEL'.
4. Key in your desired login id (Login Code should be 8 - 24 characters in length and can only use numeric values) If you have registered by keying in PAN No. then your desired login id will be prefixed by "OTI", In case of overseas suppliers it will be prefixed with "OTF".
5. Fill in the other details.
6. Fill in the Captcha code and click next
7. Register your Signing certificate and click next
8. Select atleast one procurement category you may be dealing in.





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Once the above steps are completed, your profile will be activated by mjunction within 2 business hours. After registering follow the steps provided in "For Registered Supplier" to view RFQ.

NB:-

1 BHEL Administrator or user will have no role for approving Registration and Open Tenders and DSC for Any supplier who has registered himself from the front END which is in case of OT.

For Registered Supplier in EPS:

1. Supplier visits EPS home page
2. Supplier signs in with their user id and password
3. Selects the RFQ Code and views it.
4. Attaches themselves to the RFQ by clicking the interested button
5. Supplier fills the bid template and makes necessary attachments
6. Supplier submits their bid by clicking CONFIRM.

In case of any assistance, please call the following Nos for support:

033-6601 1717(From 9:30am to 5:30pm)

9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (From 5:30pm to 8:30pm)

G2.2. OTHER IMPORTANT INFORMATION RELATED TO E-PROCUREMENT TENDERS

1. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
2. The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and mjunction Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.
3. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
4. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
5. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors. In the event of more than one vendor becoming L1 for the item, the enquiry quantity will be shared equally among all the L1 vendors.
6. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.
7. If supplier is mentioning delivery destination within state/ out side state depending upon his location of factory, Free On Road etc these are assumed as on FOR Goindwal. If supplier is wishing to give delivery on Ex works basis then he has to clearly mention about it.

G3. PRICE BASIS

- a. CST, VAT & Excise duty + any cess on ED at the rates applicable shall be payable extra against ED Gate Pass valid for CENVAT benefit.



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- b. Order of enquiry item sl. No. shall be maintained in the quotation.
- c. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
- d. Rates quoted should be F.O.R Goindwal basis. If bidder has quoted Ex Works, loading shall be done as per BHEL discretion for tender evaluation.

Variation in excise duty, sale tax/ vat or any other statutory levies during contractual delivery period shall be to BHEL's account

G4. VALIDITY OF OFFERS:

The offers shall be kept open for acceptance 'for number of days mentioned in special terms and conditions' from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

G5. SCOPE OF SUPPLY

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC)/ Material Standard requirements/BPS/Drawing and other requirement as given in the Tender Enquiry. National & International material Standards shall have to be arranged by vendors themselves.

G6. REPLACEMENT OF REJECTION:

If the material is rejected due to defective workmanship during inspection or at the time of actual use, within the guarantee period (i.e. as per clause 13), the rejected material shall be replaced by the supplier. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. If the material is found defective and rejected during use for which payment has already been released the rejected quantity shall be supplied free of cost by the vendor within a month of intimation of the rejection by BHEL.

Lifting of rejected material is under Supplier's scope. BHEL will inform related invoice, qty etc to supplier. Supplier is expected to give the plan to lift and advance intimation when visiting to lift the material. Material should be lifted within one month from date of intimation. After one month BHEL will not be responsible for rejected material. BHEL may decide to send the rejected material on To Pay basis to supplier. Any leniency/ unresponsiveness/delay on part of supplier may lead to appropriate action by BHEL. Any request to postpone in written may be considered but replacement should not be linked with lifting of material.

G7. SUPPLIED MATERIAL ADJUSTMENT:

Item/s pending in previous PO has to be billed in previous PO only. Otherwise BHEL will be free to adjust the supplies in previous PO. Any implication of Excise, VAT etc will be on supplier's account. For this it is desirable to reconcile the pending PO statement every month/frequently. BHEL will give pending PO statement every month. This can also be viewed at Portal (<http://vis.bheltry.co.in/mm/index.jsp>).

G8. DELIVERY SCHEDULE:

Supplies shall be affected and completed as per schedule mentioned in special terms and conditions. Further, BHEL may release delivery schedule from time to time based upon our requirement with mutual understanding. Vendor shall be required to complete the order as per the BHEL schedule requested.

G9. ACCESS TO MANUFACTURING PREMISES:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers



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accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

G10. TERMS OF PAYMENT:

- a. Due payment against supplies received shall be due after 30 days of receipt and acceptance of material and shall be paid within next 15 days period. In case of any deviation from standard payment term mentioned, BHEL at it's discretion may load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders.
- b. Documents to be submitted (if applicable)
 - i. Commercial invoice (in duplicate)
 - ii. Excise invoice (in duplicate) valid for claiming CENVAT credit
 - iii. Original VAT invoice valid for claiming input tax credit,
 - iv. Transporter copy along with material/consignment.
 - v. Material Test Certificates (MTC) and
 - vi. Compliance Certificate.
- c. Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.
- d. If excise claim document is not received within time for claiming excise benefit as per restriction in availment of CENVAT Credit within 12 months of date of Invoice (Amendments in Union Budget 2015), the implication of this will be paid by supplier.
- e. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.
- f. ***BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.***

G11. INSPECTION:

- a. All required tests as called in referred material standard/BHEL/TDC/drawing etc shall be carried out by vendor at no extra cost. **BHEL may decide to inspect itself/arrange third party at vendors' works itself as and when necessary with prior intimation to the vendor.** No additional charges shall be claimed for such inspections.
- b. Third party inspection charges will be borne by BHEL. Moreover all required infrastructure (testing, tools etc) have to be arranged by supplier.
- c. **Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.**
- d. Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.
- e. Latest applicable revisions of standards/procedures to be referred. International/National standards are to be arranged by vendor.
- f. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
- g. Necessary tooling including thread gauges etc have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.

G12. PREFERENCES FOR MSE's:

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 4% from the above mentioned 20% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 4% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

"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 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."

G13. GUARANTEE/WARRANTEE:

Vendor shall give a guarantee of 18 months from the date of dispatch or 12 months from date of receipt, against manufacturing defects, whichever is earlier. In case of non-acceptance of this term bid will be rejected.

G14. PENALTY FOR LATE DELIVERY:

'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0 %.

If any vendor does not accept LD ½% of the supply for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% LD shall not be loaded on account of LD. However bidders who offer any other % LD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3).

BHEL reserves the right to receive or not receive the material after the due date of PO.





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G15. RISK PURCHASE:

BHEL shall be entitled to terminate the contract/pending POs at any stage and to purchase elsewhere at the risk and cost of the vendor, either the whole of the goods or any part thereof which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid. Vendor shall be liable for the losses, which BHEL may sustain by way of such risk purchase.

G16. SUB-CONTRACT:

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

G17. FORCE MAJEURE:

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

G18. DISPUTES:

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

G19. JURISDICTION:

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

G20. CLARIFICATIONS

The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.



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G21. LOI (Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

G22. WORDS AND FIGURES

- a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

G23. GENERAL:

- a) BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- b) BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c) BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
- d) If possible, please submit soft copy of price quotation [copied on a blank CD of standard make] put in the sealed offer.
- e) Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.
- f) BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
- g) BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
- h) After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
- i) Any term is special tender terms and conditions will supersede the GCC.
- j) If advance tax is applicable at Punjab border. Supplier has to deposit this advance tax by himself which will be reimbursed on submission of documentary proofs (Copy of entry tax receipt/online transfer details duly verified).
- k) BHEL reserves the right to negotiate with L1 bidder/s.

G24. BANNED FIRMS:

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage in the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

G25. DISCLAIMER CLAUSE: (Only for E procurement)

Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

G26. FRAUD PREVENTION POLICY:

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.

G27. REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder.

This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

G28. SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

BHEL shall take action against suppliers by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Such action under Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier or a bidder or an applicant for registration as a registered supplier. The detailed guidelines are available at our www.bhel.com.