

**BHARAT HEAVY ELECTRICALS LIMITED
ELECTROPORCELAINS DIVISION, BANGALORE-12**

TENDER FOR THE SUPPLY OF 100MT UTM

GENERAL TERMS & CONDITIONS

TENDERS SHOULD BE SUBMITTED IN TWO PARTS

PART-A: TECHNO-COMMERCIAL BID	<u>PART-B: PRICE BID</u>
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THE OFFER SHOULD BE SUBMITTED IN A SEALED COVER SUPER SCRIBING TENDER NUMBER & DUE DATE ADDRESSED TO :

SR MGR / MM

BHARAT HEAVY ELECTRICALS LTD
ELECTRO PORCELAINS DIVISION
PB NO : 1245, SCIENCE INSTITUTE POST
BANGALORE – 560 012

SO AS TO REACH HERE WITHIN 2P.M. ON THE DUE DATE AND THE TENDERS WILL BE OPENED AT 2-30P.M. ON THE SAME DATE IN THE PRESENCE OF THOSE VENDORS OR THEIR AUTHORISED REPRESENTATIVES WHO WISH TO BE PRESENT.

THE OFFER SHALL BE IN TWO PARTS- PART-A: TECHNO-COMMERCIAL AND PART-B: PRICE. EACH PART SHALL BE PUT IN A SEPARATE SEALED COVER AND THE COVER SHOULD HAVE THE CORRESPONDING PART NAME, SUBJECT OF TENDER AND DUE DATE WRITTEN ON IT. IF BOTH PARTS ARE FOUND IN OPENED CONDITION IN A SINGLE SEALED COVER, THE SAME OFFER WILL BE SUMMARILY REJECTED. ONLY THE TECHNO-COMMERCIAL PART WILL BE OPENED ON THE DUE DATE. THE TENDERS MEETING OUR TECHNO-COMMERCIAL REQUIREMENTS WILL BE CONSIDERED FOR PRICE BID OPENING AT A LATER DATE FOR WHICH ELIGIBLE VENDORS WILL BE INTIMATED IN DUE COURSE. VENDORS WILL BE GIVEN DUE OPPORTUNITY TO COMPLY WITH BHEL REQUIREMENTS IN A TIME FRAME IN CASE THERE IS ANY NON-COMPLIANCE IN THE ORIGINAL QUOTE

I. TECHNO-COMMERCIAL CONDITIONS SHALL INTERALIA CONTAIN THE FOLLOWING:-

a) COMPLETE TECHNICAL OFFER INCLUDING DETAILED SPECIFICATIONS, DRAWINGS, CATALOGUES AND TEST REPORTS ETC., AS REQUIRED TOGETHER WITH EXPERIENCE LIST TO BE FURNISHED. IN ADDITION TO THIS THE SUPPLIER SHOULD ALSO COMPLETE TECHNICAL REQUIREMENT MENTIONED IN THE ATTACHED TABLE FOR EVALUATION, IF PROVIDED. .

LIST OF MANDATORY SPARES & OPTIONAL ACCESSORIES TO BE PROVIDED SEPARATELY. ANNUL MAINTENANCE CONTRACT, IF ANY, TO BE QUOTED SEPARATELY.

EXPERIENCE LIST SHALL INCLUDE DETAILS OF SUPPLIES OF SAME OR SIMILAR SPECIFICATION MADE TO MAJOR CUSTOMERS PREFERABLY TO BHEL UNITS. COPY

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OF ACCEPTANCE LETTER FROM AT LEAST TWO VENDORS MUST BE ENCLOSED, OTHERWISE, THE OFFER IS LIABLE TO BE TECHNICALLY REJECTED.

II. **COMMERCIAL ASPECTS COVERING:**

- SCOPE OF SUPPLY :
- SCOPE OF WORK IF E&C ARE INVOLVED:
- STATUTORY LEVIES :
- TERMS OF PAYMENT :
- MODE OF PAYMENT :
- DELIVERY TERMS :
- GUARANTEE / WARRANTY OF THE EQUIPMENT INCLUDING BOUGHT OUT ITEMS
- TERMS FOR ERECTION & COMMISSIONING, SUPERVISION, IF ANY :
- BHEL'S SCOPE OF WORK / SUPPLY :
- AFTER SALES SERVICE :
- PACKING& FORWARDING
- TRANSIT INSURANCE
- APPROX SIZE OF THE PACKED MATERIALS AND VOLUME
- LIST OF ALL BOUGHT ITEMS AND MAKES
- VALIDITY OF THE BID

III. COMPANY PROFILE:

PARTIES SHOULD BE REGISTERED WITH THE CONCERNED EXCISE & SALES TAX AUTHORITIES AND SHOULD QUOTE RELEVANT REGISTRATION NO. IN THE OFFER. RELEVANT REGISTRATION CERTIFICATE COPIES MUST BE ENCLOSED. AUDITED FINANCIAL RESULTS OF PREVIOUS 2 FINANCIAL YEARS SHOULD BE FURNISHED.

IV. DELIVERY:

EARLIEST POSSIBLE DELIVERY TO BE CLEARLY SPECIFIED IN THE OFFER. THE VENDOR MAY ALSO QUOTE THE EARLIEST DELIVERY PERIOD FOR MATERIAL DELIVERY AND COMMISSIONING PERIOD. THE COMMISSIONING PERIOD IS TO RECKON FROM DATE OF HANDING OVER OF SITE TO VENDOR BY BHEL. OTHERWISE, WHERE ERECTION AND COMMISSIONING BY THE VENDOR IS INVOLVED THE SUCCESSFUL COMMISSIONING DATE WILL BE RECKONED AS THE DELIVERY DATE.

IV. DELIVERY TERM:

FOR BHEL-STORES. UNLOADING TO BHEL

V. VALIDITY OF THE OFFER: 75DAYS FROM DATE OF OPENING OF TECHNO-COMMERCIAL BID, EXTENDABLE TO A MUTUALLY AGREED PERIOD.

VI. PRICE IMPACT: IN CASE, OUT COME OF TECHNO-COMMERCIAL DISCUSSION HAS ANY PRICE IMPLICATION, ONLY CORRESPONDING **PRICE IMPACT** IS TO BE SUBMITTED BY THE VENDOR IN A SEALED COVER WITHIN THE SPECIFIED DATE, **REVISED OFFER IS NOT ACCEPTABLE. THE PRICE IMPACT ALONG WITH THE ORIGINAL PRICE BID WILL BE OPENED ON A SPECIFIED DATE.**

VII. PAYMENT TERMS:

- ALL PAYMENTS WILL BE MADE BY ELECTRONICS TRANSFER OF FUNDS (EFT) SYSTEM. THE VENDOR SHOULD FURNISH THE EFT MANDATE.
- 70% OF MATERIAL VALUE PLUS FULL TAXES & DUTIES AGAINST DELIVERY OF MATERIALS. ED WILL IS REIMBURSED IF MODVAT GATE PASS IS RECEIVED.

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- 20% OF MATERIAL VALUE AFTER SUCCESSFUL ERECTION & COMMISSIONING + E&C CHARGES
- 10% OF MATERIAL VALUE ON SUBMISSION OF PERFORMANCE BANK GUARANTEE ISSUED BY SCHEDULED BANK FOR A VALUE OF 10% OF TOTAL ORDER VALUE. CORPORATE GUARANTEE IS NOT ACCEPTABLE.

VIII. LOADING FACTOR:

IF THE OFFER IS NOT IN LINE WITH THE TERMS & CONDITIONS SPECIFIED BY BHEL THE FOLLOWING LOADING CRITERIA WILL BE ADOPTED FOR EVALUATION.

A. PAYMENT TERMS:

INTEREST @ 14% P.A. SHALL BE COMPUTED FOR THE DIFFERENTIAL PERIOD BETWEEN BHEL TERMS OF PAYMENT AND THAT OFFERED. NO UNSECURED ADVANCE PERMITTED

B. TRANSPORTATION CHARGE: AS PER BHEL RATE CONTRACT PREVAILING ON THE DATE OF OPENING OF TENDER

C. TRANSIT INSURANCE: AS PER BHEL RATE PREVAILING ON THE DATE OF OPENING OF TENDER

D. OTHERS: ANY OTHER COST COMPONENT WHICH THE VENDOR HAS NOT QUOTED. EITHER A SEALED QUOTE FROM THE VENDOR WILL BE OBTAINED OR THE HIGHEST OFFER FOR THAT COMPONENT WILL BE LOADED

IX. DEVIATIONS:

A SEPARATE SHEET INDICATING DEVIATIONS IN TECHNICAL SPECIFICATION, COMMERCIAL TERMS AND CONDITIONS TO BE ENCLOSED IN PART A OF THE OFFER.

X LIQUIDATED DAMAGES:

IN CASE OF COMPOSITE CONTRACT, FOR ANY DELAY IN SUPPLY AND SUCCESSFUL COMMISSIONING OF THE EQUIPMENT AN AMOUNT OF 0.5 % PER WEEK UPTO A MAXIMUM OF 5% OF THE CORRESPONDING COMPONENT OF ORDER VALUE WILL BE DEDUCTED

XI. CLARIFICATIONS SOUGHT BY BHEL DURING TECHNICAL AND COMMERCIAL EVALUATIONS

IN CASE BHEL ASKS FOR ANY CLARIFICATION THE VENDOR HAS TO SUBMIT THE SAME WITHIN THE SPECIFIED DATE OTHERWISE THE OFFER WILL BE EVALUATED CONSIDERING THE CLARIFICATIONS, IF ANY RECEIVED, AS ON THE SPECIFIED DATE. NO GRACE PERIOD OR LATE SUBMISSION IS ALLOWED

XII. RISK PURCHASE CLAUSE:

BHEL, AT ITS OPTION, WILL BE ENTITLED TO PURCHASE ELSEWHERE AT THE COST AND RISK OF THE VENDOR, EITHER THE WHOLE OR PART OF THE GOODS WHICH THE VENDOR HAS FAILED TO DELIVER WITHIN THE STIPULATED TIME. THE VENDOR SHALL BE LIABLE FOR ANY LOSS THAT BHEL MAY SUSTAIN BY REASON OF SUCH RISK PURCHASES. BHEL RESERVES THE RIGHT TO CANCEL THE CONTRACT IN FULL OR PART, IF PERFORMANCE WITH RESPECT TO QUALITY AND DELIVERY IS

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UNSATISFACTORY; AND BHEL SHALL HAVE THE RIGHT TO ENTER INTO CONTRACT WITH OTHER VENDORS AGAINST SUCH CANCELLATION OF CONTRACT AGAINST RISK PURCHASE CLAUSE.

XIII. INSPECTION:

INSPECTION OF THE MATERIALS WILL BE CONDUCTED BY BHEL EITHER ON IT RECEIPT AT BHEL OR AT VENDORS PLACE. IN CASE OF PRE DESPATCH INSPECTION ADEQUATE NOTICE HAS TO BE GIVEN BY THE VENDOR FOR DEPLOYMENT OF BHEL'S PERSONNEL. BHEL HAVE RIGHT TO REVIEW THE QUALITY PLAN OF THE MANUFACTURER AND ACCESS TO THE PROCESS DATA OF THE MANUFACTURER. ALL NECESSARY TEST & CALIBRATION CERTIFICATES SHOULD ACCOMPANY SUPPLY.

XIV. PRICE EVALUATION:

PRICES SHALL BE CONSIDERED ON LANDED COST BASIS (COST TO BHEL). LANDED COST SHALL BE WORKED OUT ON PRICE QUOTED INCLUDING FREIGHT, EXCISE DUTY, AND SALES TAX AFTER TAKING OUT CENVAT AND VAT BENEFIT, AS APPLICABLE. THE COMPARATIVE STATEMENT SHALL BE WORKED OUT ON OVERALL LANDED COST BASIS FOR THE WHOLE PACKAGE. LOWEST BIDDER SHALL GET THE ORDER.

XV. MAINTENANCE MANUAL:

THE VENDOR SHALL PROVIDE 3 SET OF OPEARTION AND MAINTENANCE MANUALS ALONWITH THE RELEVANT DRAWINGS. THIS WILL BE CONSIDERED AS PART OF COMMISSIONING.

XVI. ERECTION AND COMMISSIONING:

IN CASE OF E&C IN THE VENDOR'S SCOPE, THE PERSONNELS DEPLOYED FOR THE JOB SHOULD HAVE THE NECESSARY CLEARANCE FROM HR DEPT OF BHEL. THE VENDOR SHOULD BRING ALL EQUIPMENTS AND MANPOWERS REQUIRED FOR ERECTION AND COMMISSIONING AS DETAILED IN THE THEIR SCOPE OF SUPPLY/WORK.

XVII. TRAINING:

THE VENDOR SHALL TRAIN BHEL PERSONNEL ON OPEARATION AND MAINTENANCE OF THE EQUIPMENT.