

Annexure A – Special Terms & Conditions to Enquiry S/300417 for Manufacture & supply of Labyrinths for RAMPUR HEP Project

1.0 Sealed quotations are invited in Two Part Bid System for procurement of Labyrinths for RAMPUR HEP Project. For details, refer Enquiry Sheet and Annexures: 1 to 6 enclosed herewith. The offer should be submitted in Two Parts (Two separate sealed envelopes super scribed with Part No. given below, Enquiry No. & Due date on the envelope) on or before the due date of opening. Both techno-commercial bid & price bid must be duly signed by representative of the firm.

- (a) Part – I : Technical, Commercial & General Terms “other than Price”
(b) Part – II : Only Price

Enquiry No	: S/300417
Last date of submitting Quotations	: 18.12.2012 (till 02.00 pm) Due
Date of Tender Opening	: 18.12.2012 (02.30 pm)

- 2.0 Only Techno-Commercial Bid: Part – I shall be opened on the due date of opening. Price Q Bid:Part – II shall be opened for techno-commercially acceptable offers only at a later date.
- 3.0 Vendors have to quote as per description & specification mentioned in our Enquiry Sheet. Offer to be submitted strictly in two bid system only, the offers submitted in single bid will not be considered. Deviation if any should be brought out clearly in Techno- Commercial Bid - Part: 1 and to be enclosed in two separate sealed envelopes clearly indicating enquiry no (TECHNO-COMMERCIAL BID) and enquiry no (PRICE BID) on the respective envelope. Both these sealed envelopes are then to be posted in one single envelope superscribed with Enquiry No. and Due date & must reach our tender room latest by 02.00 PM of the due date mentioned in enquiry.
- 4.0 Vendors should indicate separately Excise Duty & Education Cess, Sales Tax, Payment Term or any other factor affecting price in their quotation in Part – I bid. Entry Tax shall be paid by BHEL.
- 5.0 Quantity received & accepted at BHEL, Bhopal shall only be considered final and this quantity shall only be taken for payment purpose.
- 6.0 BHEL requires quoted Basic rate/price and transportation charges to be FIRM and shall be furnished in the Price Bid (Part – II) only.
- 7.0 Payment terms : Vendor should clearly indicate the acceptance to BHEL’s Standard Payment Terms i.e. “100% payment within 90 days after receipt and acceptance of material”. Please note that - to evaluate the offers at par, offer of the bidders shall be loaded accordingly, if lower period of credit is offered.
- 8.0 On due date of enquiry, only techno-commercial offer shall be opened and after scrutiny, vendors who are found technically in line with our requirement, will be asked to participate in reverse auction or their price bid shall be opened, for which separate advance intimation shall be given.

- 9.0 L-1 supplier shall be decided on the basis of landed cost for all the items in this enquiry as a complete package at BHEL Bhopal (HESG Value). Suppliers to provide details of various taxes, duties applicable on them. a complete package at BHEL Bhopal (HESG Value). Suppliers to provide details of various taxes, duties applicable on them.
- 10.0 BHEL requires material on F.O.R/ FOB(in case of foreign vendor) Destination basis & hence Tenders shall be evaluated on the total delivered cost to BHEL i.e. on F.O.R. BHEL, Bhopal basis.
- 11.0 Liquidated Damages / Penalty Clause :
- (a) Failure to effect supply by the time specified in the order or period of extension granted in writing by BHEL will make the supplier liable to pay liquidated damages / unconditional penalty, as the case may be, @ ½% of the price of goods in arrears per week at the discretion of BHEL, subject to a maximum of 10% of the order value. Those not agreeing to Penalty Clause, their price will be loaded accordingly.
 - (b) If the material is not supplied within stipulated time, BHEL reserves the right to cancel the contract & purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting party to make good any loss suffered by BHEL.
- Please note that – to evaluate offers at par, offers of the bidders shall be loaded by 10% if LD/penalty clause is not accepted.
- 12.0 General Terms & Conditions :
- 12.1 The General Terms & Conditions of Enquiry & Purchase order for Vendors are given herewith. Vendors have to confirm their acceptance / non- acceptance specifically clause-wise. If nothing is written about it, it will be presumed that they have agreed to all the conditions therein.
- 12.2 In case of any contradiction between Special Terms & Conditions and General Terms & Conditions, Special Terms & Conditions shall prevail.
- 13.0 All the new vendors, who are not registered with BHEL, Bhopal or Registered Vendor but “Inactive” as per BHEL’s records should submit duly filled up Registration Form which can be downloaded from BHEL website – www.bhelbhopal.com/bhel_bhopal_vendor_registration.htm or www.bhel.com
- 14.0 Based on the filled up Registration Form, BHEL shall assess the new / inactive vendors. If felt necessary, BHEL may also collect business information about the vendor from other independent agencies and BHEL’s representatives may visit to the vendor’s works for further assessment and evaluation.
- 15.0 Vendors who are not manufacturers will be required to submit Authorization Certificate from Original Manufacturer along with Techno – commercial bid- Part :1. In case of not submitting the same, the offer will not be considered.
- 16.0 The quotations should be valid for a minimum period of 90 days from the date of Techno - commercial Bid opening.
- 17.0 Delivery Conditions:
- 17.1 The purchase order shall be issued according to BHEL’s requirement giving required lead time. The vendor should ensure timely delivery as indicated in the purchase order.
- 17.2 The insurance will be in the scope of supplier
- 18.0 Packing Conditions: Packing must be done strong enough to avoid any transit damage so that material could reach us safely in good condition.

19.0 Late / Delayed offers are not acceptable by BHEL. Hence, please ensure to submit the quotation well in time.

20.0 Offers of Vendors Delisted or Banned with BHEL will not be considered.

21.0 The purchase order shall be issued according to BHEL's requirement giving required lead time.
The vendor should ensure timely delivery as indicated in the purchase order.

Vendors have to furnish the acceptance of above Technical, Commercial and General Terms & Conditions as indicated in respective Clause / Para. In case of any deviation, the same may please be brought out separately in Part: 1 Bid. BHEL reserves the right to accept or reject the deviations. If no deviation is mentioned against any para, it will be presumed that vendor has agreed to all the conditions mentioned therein.

ANNEXURE –B (COMMERCIAL):- COMMERCIAL TERMS FOR INDEGENOUS VENDORS.
(Submit the document with company's seal and authorized signature)

Enquiry No. :- S/300417 for Labyrinth

S.No.	BHEL TERMS	Vendors Remarks
1.	Prices shall be firm. Vendor to quote price on FOR Bhopal basis. Any deviation will be loaded as per BHEL terms to work out price at BHEL, Bhopal.	
2.	Inspection shall be at your Works by BHEL/CUSTOMER or Third party appointed by BHEL. Vendor to inform at least 15 days in advance for inspection.	
3.	Address of Delivery Destination:- Sr. Mgr (CRX Division), BHEL, Piplani, Bhopal-462022	
4.	Price to be furnished on Ex-Works basis including packing & forwarding charges.	
5.	Delivery - Minimum delivery period to be quoted in no. of weeks from the date of receipt of Purchase Order. Delivery to be quoted in weeks/months and linked with PO date/LOI date. Delivery requirement - duration as mentioned in our scope of supply annexure-1 from PO date. Early delivery is also acceptable. Offer may liable be rejected on non - meeting delivery requirement.	
6.	<u>Payment terms</u> : BHEL prefers "door delivery" of material in which case 100% payment shall be in 90 days after receipt and acceptance of material. OR In case of payment through bank, 100% payment within 90 days or as per MSMED act from the date of dispatch of accepted material & Material to be supplied on door delivery basis. Any deviation will be loaded as per BHEL terms to work out price at BHEL, Bhopal.	
7.	<u>Bank charges</u> : All bank charges to Supplier's account.	
8.	<u>Penalty</u> : In case of late delivery, a penalty of @0.5% per week or part subject to a maximum of 10% of order value would be levied.	
9.	<u>Excise Duty</u> : Indicate clearly the applicable rate of excise duty. You will be required to furnish original excise invoice for taking CENVAT at our end. If ED not applicable, it should be clearly mentioned.	
10.	<u>Sales Tax</u> : Indicate clearly VAT/ CST.	
11.	<u>Validity</u> : The offer must be valid for 90 days from the date of technical bid opening.	
12.	Reverse Auction: BHEL reserves the right to go for Reverse Auction instead of opening the sealed bid which shall be decided after evaluation of the techno commercial condition. Due to Non-acceptance of RA clause, the offer may not be considered.	

13	Guarantee : Item should meet all technical specifications & shall be guaranteed for defect in design, matl, work man ship and performance for a period of 24 months from date dispatch or 18 months from date of commissioning which ever is earlier	
14	Quantity Variations: BHEL reserves the right to increase /decrease the quantity during execution of the contract.	
15	BHEL reserves the right to cancel/short close the enquiry without assigning any reason.	
16	Enhancement of rates, for whatever causes will not be allowed once the quotation is accepted and the order is placed.	
17	6 sets of document (3 original and 3 non-negotiable) consisting of Invoices, Challan, Guarantee Certificate, Test Certificate etc. will be required to be furnished as per details in Purchase Order.	
18	All drawings and patterns supplied / paid for by BHEL will remain BHEL's property and shall be returned to BHEL as and when demanded by BHEL.	
19	The contract shall be governed by the laws of India. Any dispute, arising out of this, shall be referred to the Sole Arbitration of Executive Director / General Manager (In-charge) / General Manager BHEL EMRP Mumbai or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bhopal.	
20	Replacement of rejected goods: In case of rejection of the material due to non-compliance to specification shall be replaced by vendor free of charge on FOR BHEL Bhopal basis. Alternatively cost will be deducted from running bill of the vendor.	

NOTE- 1) DEVIATION IN ANY COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE.

(2) BHEL reserves right to split total order quantity between two successful bidders (L1 & L2) in the ratio of (12 sets/ 6 sets) at technically acceptable lowest (L-1) rate for meeting the delivery requirement.

ANNEXURE – C (COMMERCIAL) :- COMMERCIALTERMS FOR FOREIGN VENDORS (

Submit the document with company's seal and authorized signature)

Enquiry No. :- S/300417 for Labyrinth

S.No.	BHEL Term	Vendors remarks
1.	Prices should be firm. BHEL prefer price on CIF Mumbai basis. If Price on FOB- Loading port, Port to be specified. BHEL will work out CIF price based on BHEL norms for evaluation of bid.	
2.	Inspection shall be at your Works by BHEL/CUSTOMER or Third party appointed by BHEL. Vendor to inform at least 15 days in advance for inspection.	
3.	Prices to be furnished on FOB basis inclusive of packing & forwarding charges. BHEL specified seaports are listed at the end of this annexure for reference purpose.	
4.	Agency commission if any to be included in FOB price and indicated separately as a percentage of quoted FOB value. Details of Indian agent are to be furnished.	
5.	L/C charges in India to BHEL A/C and outside India to vendor's account. In case of delay in supply by the vendor, charges for extension of L/C (Inside & Outside) will have to be borne by vendor.	
6.	<u>Payment terms</u> :- BHEL prefer payment through CAD (Cash Against Delivery at Bhopal). However, payment through unconfirmed & irrevocable LC is also acceptable. LC will be established one month prior to schedule delivery and valid for 2 months only. Any amendment in LC after opening, if required, Vendor to bear the LC amendment charges. Any deviation in payment terms will be loaded as per BHEL norms.	
7	Delivery : Delivery to be quoted in weeks/ months and linked with PO date/LOI date Delivery required - duration as mentioned in scope annexure -1 from PO date. Early delivery is acceptable subject to prior approval from BHEL. Offer may liable be rejected on non- meeting delivery requirement.	
8.	<u>Penalty</u> :- In case of late delivery a penalty of @0.5% per week or part subject to a maximum of 10% of FOB value would be levied.	
9	Taxes & Duties : To be shown extra, if applicable	
10.	Validity : Offer should be valid for minimum 90days. The validity can be extended, if required.	

11.	BHEL reserves the right to go for Reverse Auction instead of opening the sealed bid which shall be decided after evaluation of the techno commercial condition. Due to Non-acceptance of RA clause, the offer may not be considered.	
12.	BHEL reserves the right to depute their representative for inspection of material at any stage of manufacturing at vendor's Works with a suitable advance notice. (Vendor to furnish periodic progress report).	
13.	Exchange rate prevailing on the date of technical bid opening or latest available prior to technical bid opening date will be considered for evaluation of bids.	
14.	Pls. indicate the shipping weight & dimensions of the item for unit quantity	
15.	Pls. mention the name of the port for FOB delivery	
16.	Guarantee : Item should meet all technical specifications ,shall be guaranteed for defect in design, matl, work man ship and performance for a period of 24 months from date dispatch or 18 months from date of commissioning which ever is earlier.	
17.	Quantity Variations : BHEL reserves the right to increase /decrease the qty during execution of the contract.	
18.	BHEL reserves the right to cancel/short close the enquiry without assigning any reason.	
19	Enhancement of rates, for whatever causes will not be allowed once the quotation is accepted and the order is placed.	
20	6 sets of document (3 original and 3 non-negotiable) consisting of Invoices, Challan, Guarantee Certificate, Test Certificate etc. will be required to be furnished as per details in Purchase Order.	
21	All drawings and patterns supplied / paid for by BHEL will remain BHEL's property and shall be returned to BHEL as and when demanded by BHEL.	
22	The contract shall be governed by the laws of India. Any dispute, arising out of this, shall be referred to the Sole Arbitration of Executive Director / General Manager (In-charge) / General Manager BHEL Bhopal or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bhopal.	
23	Replacement of rejected goods: In case of rejection of the material due to non-compliance to specification shall be replaced by vendor free of charge on FOB basis. Alternatively cost will be deducted from running bill of the vendor.	

NOTE- 1) DEVIATION IN COMMERCIAL CONDITION SHALL BE SUITABLY

LOADED IN THE OFFERED PRICE.

(2) BHEL reserves right to split total order quantity between two successful bidders (L1 & L2) in the ratio of (12 sets/ 6 sets) at technically acceptable lowest (L-1) rate for meeting the delivery requirement.

LIST OF SEAPORTS AS PER BHEL CONTRACT OF SHIPMENT (FOR REFERENCE PURPOSE):-

	COUNTRY	FOR CONTAINERISED CARGO (20'GP, 40'GP, 40'HC, 20'OT, 40'OT.)	FOR BREAK-BULK & HEAVY LIFTS CARGO
EUROPE / SCOTLAND / AFRICA SECTOR	UK	FELIXSTOWE, THAMES PORT, TILBURY	
	FRANCE	LE HARVE, FOS-SUR-MER	
	NETHERLANDS	ROTTERDAM	
	GERMANY	HAMBURG, BREMEN	HAMBURG
	BELGIUM	ANTWERP,	ANTWERP,
	ITALY	GENOA, VENICE, LA SPEZIA	GENOA, VENICE, MARGHERA
	SWEDEN	GOTHENBURG	
	SPAIN	BILBAO	
	TURKEY	ISTANBUL	
	RUSSIA	ST. PETERSBURG	
JAPAN / FAR EAST / CHINA / S.KOREA SECTORS	JAPAN	KOBE, YOKOHAMA, OSAKA, HAKATA, MOJI	KOBE, YOKOHAMA,
	SINGAPORE	SINGAPORE	
	KOREA	BUSAN	BUSAN, MASAN
	CHINA	SHANGAI, QINGDAO(QUINGDAO), DALIAN	SHANGAI, QINGDAO(QUINGD AO), DALIAN
MIDDLE EAST SECTORS	UNITED ARAB EMIRATES	DUBAI/RASHID PORT, JEBEL ALI	DUBAI/RASHID PORT, JEBEL ALI

AMERICA SECTOR	U. S. A.	HOUSTON, NEW YORK, NORFOLK, CHARLESTON, SANTOS,	HOUSTON, NEW YORK, NORFOLK, CHARLESTON,
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