

General Terms & Conditions - Open Tender Enquiry 201503381

Sl No.	BHEL Requirements	Bidder response (Acceptance or otherwise for each point to be given)
1	<p><u>Material Specification:</u> Supply shall be made strictly as per specification mentioned in tender enquiry.</p> <p>Offer to be submitted complete in all respect. Incomplete or vague information in offer may lead your offer to rejection.</p> <p>Any deviation to be indicated clearly in Techno-commercial bid (Part-1) itself.</p>	
2	<p><u>Specification, Size and Quantity:</u> Specification, size and quantity shall be as per tender enquiry.</p>	
3	<p><u>Offer Submission:</u> Offer must be submitted in Two-part bids system, putting techno-commercial bid(Part-1) & Price bid(part-2) in separate sealed covers and in-turn both the covers put in a single sealed cover. Tender Enquiry no. and bid due date must be scribed on all envelopes.</p> <p>Offers received in single-part bid (unless specifically mentioned in tender enquiry) shall be liable for rejection.</p> <p>Offer is to be submitted within 2.00 PM (GMT+5.30) on or before due date. Late offers i.e. offers received after due date shall be summarily rejected. BHEL shall not be responsible for any reason for delay like postal delay etc.</p>	
4	<p><u>Terms of Delivery:</u></p> <p>A. For Indigenous Suppliers:</p> <p>a. Bidders should submit their offer for Ex-Works / Dispatching station or FOR Destination BHEL Stores, Rudrapur. The quote should be inclusive of all charges, including testing, packing, inspection etc. For F.O.R. destination quote, freight breakup is to be given.</p>	

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	<p>b. Any other extra charges and taxes like Excise Duty, CST/VAT etc. are to be indicated clearly. The offer will be evaluated on total landed cost to BHEL Rudrapur.</p> <p>c. MODVAT CREDIT: If any excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tenderer is availing MODVAT credit for this input material, the effect of preformed credit should be passed on to the purchaser. Tenderer under MODVAT shall be preferred.</p> <p>B. Imports:</p> <p>a. Suppliers to quote their rates on CFR Mumbai Port basis. Breakup of basic price and Sea-freight is to be given. BHEL reserve the right to place order on FOB/CFR basis.</p> <p>b. The quote should be all inclusive of all charges, including testing packing, inspection etc.</p>	
5	<p><u>Delivery Period:</u> Offer shall clearly indicate delivery period in number of weeks/Months from the date of purchase order.</p>	
6	<p><u>Liquidated Damages (LD):</u> In case of delay in delivery, a Penalty of 0.5% per week, maximum up to 10% of total order value on delayed portion shall be applicable. In case of any deviation form above LD clause, offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of basic value.</p>	
7	<p><u>Risk Purchase clause:</u> Risk Purchase clause shall be applicable. Risk Purchase clause: If the supplier fails to deliver the whole or any part of the goods within the stipulated delivery time mentioned in Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same from elsewhere at the risk and cost of the seller either the whole or any part of the goods, the best and the nearest available substitute. The seller shall be liable for any loss, which the BHEL may sustain by reason of such risk purchase i.e. any extra cost incurred by BHEL in sourcing of the whole or any part of the goods will be recovered from the seller. In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection.</p>	

8	<p>BHEL reserves the right to go for sealed price bids opening or conducting reverse Auction, only for techno-commercially qualified bidders.</p> <p>Common Guidelines for conducting Reverse Auction, are available at 'Supplier Registration' page & 'Tender Notifications' page on BHEL website (www.bhel.com).</p>	
9	<p>Payment Term:</p> <p>i) BHEL Payment term is 100% direct EFT payment after 45 days from the date of receipt and acceptance of materials.</p> <p>ii) Any deviation in the above payment term will attract loading as mentioned below. "[Base rate of SBI (as applicable on the date of techno-commercial bids opening) + 6%] shall be considered for loading for the period of relaxation sought by bidders.</p> <p>iii) All bank charges incurred by BHEL in relation to payment shall be loaded on Supplier's bid.</p>	
10	<p>Loading for deviation in Delivery Term:</p> <p>In case of delivery period being longer than the delivery period specified in Tender, a loading of 0.5% per week, maximum up to 10% of total order value shall be done on order value for which relaxation sought.</p> <p>However, offer with delivery period more than 02-03 months are liable for rejection.</p>	
11	<p>Performance Bank Guarantee:</p> <p>The Bidder, in the event of an order, should furnish a bank Guarantee from BHEL's consortium banks (List attached) or counter-guarantee by vendor's bank to BHEL's consortium banks, at no extra cost to BHEL, in a pro-forma prescribed by BHEL, provided along with the order, for an amount equivalent to 10% of the contract value. The BG shall be valid for period of 18 months from the date of last shipment or 12 months from the date of receipt / acceptance at BHEL, Rudrapur whichever is later, with a claim period of two months.</p>	
12	<p>Validity of offer shall be for minimum 90 days after techno-commercial bids opening. In case of quoting shorter validity period, offer shall be liable for rejection.</p>	

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स्कन्दशिव भारद्वाज
वरिष्ठ अभियंता (सामग्री प्रबन्धन)
बी.एच.ई.एल., रुद्रपुर
उत्तराखण्ड - 263153

SKANDSHIV BHARDWAJ
Sr. Engineer (M.M.)
B.H.E.L., Rudrapur
Uttarakhand-263153

13	Test Certificate: Original Test Certificate indicating Mechanical properties, electrical properties and Chemical composition to be submitted along with supply.	
14	Any documents required due to BHEL/Govt guidelines like Income tax clearance, registration documents of company, copy of PAN Card of company shall be furnished by Bidder.	
15	No unsolicited revision of price shall NOT be considered after tender submission.	
16	BHEL shall consider the "Base Rate" and "Price Variation Ratio" given in tender enquiry (if mentioned in tender). Any other base rate quoted by supplier shall not be considered. All evaluation & tender processing shall be done based on base rate mentioned in tender enquiry.	
17	Any other terms & condition quoted by supplier in offer but not specifically accepted by BHEL shall not be part of contract.	
18	Tender shall be finalized based on lowest total landed cost to BHEL. BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
19	In case of offer submission by any Indian agent on behalf of foreign supplier, Indian agent commission in percentage is to be clearly indicated.	
20	BHEL reserves the right to negotiate with L-1 bidder or re-float the tender in case received L-1 rate are not acceptable to BHEL inter-alia other reasons.	
21	Tender Opening: First, techno-commercial bids of all offers received in time shall be opened on due date & time at CFP Rudrapur	
On behalf of BHEL  SKANDSHIV BHARDWAJ Sr. Engineer (M.M.) B.H.E.L., Rudrapur Uttarakhand-263153		Signed by Manufacturer/ Mill Name of Authorized signatory: Address: Phone No. E-mail: Fax:

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