



**Annexure-II To Open Tender ref: 9560177E dt.24.05.2016**

**For Supply Of "Caution Sign Plate", Due on : 15.06.2016**

**General Terms & Conditions**

**A] Submission of Offer**

Sealed tenders super-scribed with Tender Number, Due Date, Item Name & Supplier's Name and Validity of the Offer shall be addressed to Manager / Purchase (ESP), Bharat Heavy Electricals Limited, Ranipet – 632 406, Tamilnadu, INDIA, so as to reach him on or before the date and time specified in the tender. It shall contain two sealed covers in one envelope.

**Sealed envelope super-scribed, with Tender Number, Item Name, Tender Due Date & Supplier's Name, Validity of the offer/s containing:**

**Cover I: Techno-Commercial and Unpriced Bid**

**Sealed Cover super-scribed "Cover I – Techno-Commercial and Unpriced Bid" containing:**

- a) **Complete technical Offer** with details, catalogues, as applicable.
- b) **Un-priced bid** (i.e. Bid without the Price),
- c) **Filled-in BHEL's Standard Terms & Conditions** for Procurement of "Inner Arm Assy" enclosed with the Tender Document (Annexure-III).
- d) **All relevant enclosures** of above documents / formats, if any.
- e) **Deviation summary** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any.
- f) **Supporting documents** to substantiate equivalent material specifications / sections, where quoted for.
- g) **Bidders who are not already registered with BHEL Ranipet** are requested to submit the filled in Supplier Registration Forms (SRF) available in the BHEL website [www.bhel.com](http://www.bhel.com) and the other required documents called for in the SRF (the facilities available – starting material to finished products, manufacturing quality plan, inspection & test plan to meet the TDC requirements) along with the technical bid. Clientele list with their full address including detail of contact person with phone no, fax no & email id to whom the same/similar items are supplied in the past two years. The date of supply may also be indicated against each client along with the unpriced PO copies and proof of supply along with the offer for all the tendered specifications. Technical acceptance of offer by BHEL shall be based on the offer for all the tendered specifications. Technical acceptance of offer by BHEL, shall be based on the evaluation of offer and the submitted documents. BHEL reserves the right to visit factory and verify the capacity and availability of the facilities.
- h) **Authorization Letter:** Such of those tenderers who wish to participate in the Tender Opening, should attach an authorization letter which shall be duly signed and stamped in original, identifying the representative to be deputed for tender opening.



**Note:**

- (i) The materials offered, shall conform to the specification and scope attached in the tender.
- (ii) In case the offered materials are not conforming to the Enquiry material Specification or such that the offered sections do not match the enquiry, such offers would not be considered for evaluation and would be rejected. Where equivalent specifications and sections are offered considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.
- (iii) All taxes and duties payable as extra to the quoted price should be specifically stated in offers. Offer from within India shall be submitted along with CST & TIN No. / Tariff No. etc, failing which the purchaser will not be liable for payment of such taxes and duties. Our TIN NO. 33024364741, CST. NO. 1141686, BHEL ECC No. AAACB4146PXM008.
- (iv) The un-priced bid is to be used to indicate relevant commercial implications without indicating price.
- (v) Commercial terms are to be indicated clearly in the offer.
- (vi) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.
- (vii) Money values shall not be indicated anywhere in the un-priced bid.
- (viii) Time required for inspection (at Supplier's works), should be clearly given in terms of numbers of working days
- (ix) It is advised that all the pages and annexure to the Techno-Commercial bid should be serially numbered, including indicating the total number of pages.
- (x) **Offers by FAX/E-mail:** offer/s shall be sent duly placed in sealed envelopes, as specified by the tender.
- (a) In exceptional circumstances, offers sent by e-mail would be accepted , subject to the condition that such offers mailed to the following ID only: [rptpurespm@bhelrpt.co.in](mailto:rptpurespm@bhelrpt.co.in) and are complete with reference to the tender requirements. Under no circumstances, offers shall be sent to the individual mail id of the dealing personnel. If mail offers are sent to individual mail id of dealing personnel such mail offer/s run the risk of being ignored in the tender. The mail offer/s shall be sent well in time , so as to drop into the mail box of the specified mail id on or before the bid closing time specified in the tender terms and conditions. Any mail received after the bid submission time would be treated as late offer and would not be opened.

Tenderers are cautioned that emails of size 5 MB or more will be rejected by our mail server.

Mail offers shall be followed up with detailed offer sent by post/courier. BHEL will not be responsible for any connectivity issues and / or troubles with mail servers / service provider. It is the sole responsibility of the supplier to ensure that the bids are entering the mail box by



the stipulated time. In view of above suppliers are strongly advised not to email their offer; but to send offer in sealed cover only to reach us well before the bid submission time.

Please note that the above specified mail id is a dedicated one for receiving e-mail offers and therefore shall be used for sending offers only. This mail id shall not be used for any general/day to day communication. Routine e-mail correspondence related to the procurement shall be made directly with the dealing personnel through their official e-mail id only.

b) Offer if sent by fax, shall be sent to FAX No: ++91 4172 241131 complete with reference to the tender requirements, so as to be received at our machine on or before the bid closing time specified in the tender terms and conditions.

**Sealed envelope super-scribed Cover - II (Price bid), with Tender Number, Item Name, Tender Due Date & Name of the Supplier and Validity, containing:**

**Sealed Cover super scribed "Cover II -Price Bid" containing:**

**Price Bid** (i.e. Un-priced bid but with Price duly filled-in) in conformance with the commercial terms as per Cover- I.

a). The Prices shall be indicated in both figures and words, clearly specifying the currency used. Differential foreign currencies may not be used in a given offer.

b). 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 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 place, in which case the total price as quoted shall govern and the unit price corrected accordingly.

c). 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

d). If there is 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 (b) and (c) above.

e). If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to 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.

**Note**

(i) The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight, insurance charges shall be shown appropriately, as applicable).

(ii) No Price Variation Clause will be entertained and No advance payment will be made by BHEL.



(iii) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Cover I) shall hold good and the commercial term quoted in the Price Bid (Cover II) shall not be considered.

(iv) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes.

(v) The quotation should be valid at least for a period of 90 days from the date of techno-commercial bid opening.

(vi) Offers should be submitted in two sets, one original and one copy.

(vii) The offers should invariably contain Signature (ink-signed) & Office Stamp of the Supplier. Any corrections / erasures in the offers should be initialled and stamped.

(viii) Bidders should submit the prices in Indian Rupees only.

(ix) Indian Suppliers shall quote on FOR Destination basis only. Destination is BHEL, Ranipet Stores.

## **B] Opening of Offers**

a) **Tenders shall be received up to 14:00 Hours on due date and be opened on the same day at 1430 Hours. Tenders received after 14 00 Hours would not be opened. The times indicated are Indian Standard Time (IST). Tenders received after 14:00 Hrs would be designated as "Late Offer" and would be returned back to the Bidder unopened.**

b) Supplier shall submit two covers (Cover-I techno-commercial bid & Cover-II price bid) in one envelope only. If one cover containing all the bids techno-commercial bid & price bid together, the **bid is liable for rejection**. The decision to accept such bids shall be the sole discretion of BHEL, which may be done by BHEL after segregating the bids so received.

c) Such of those Tenderers who wish so, may participate in the Tender Opening by deputing their representatives. The representatives would be allowed to participate in the Tender opening only on submission of a signed and stamped authorization letter issued by the Supplier. Representatives without the Authorization Letter would not be allowed to participate in the Tender Opening. Representatives who turn up after the Tender opening time / start of the Tender opening would not be allowed to participate. After tender opening the details would not be given to such suppliers who choose to be absent at the time of Tender opening.

d) Details such as the Technical Specification, Delivery Terms, and Delivery Period and the Price details in the event of the sealed price bid opening, alone would be read out by the Tender Opening Officer. No other data will be read out.

e) In exceptional cases, at the discretion of BHEL, in the event of the named representative (named in the Tender Document) is unable to come due to unavoidable circumstances, then an alternative representative would be allowed, where the alternative representative should carry a revised original authorization certificate. Suppliers are advised to avoid such situations to avoid embarrassments on both sides and



f) If so required, BHEL reserves the right to open the Price-Bids, *'in-camera'*. Intimation to this effect would be given to the Supplier by BHEL, before the opening of the Price-Bids.

**Note:**

(i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.

(ii) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions. Any amendments to this tender will be published in [www.bhel.com](http://www.bhel.com) only.

(iii) Specifications are the basic essence of the "Item" and all deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point, and

(iv) BHEL reserves the right to increase or decrease the tendered quantity.

(v) Offers for part quantities on item level basis are not acceptable to BHEL. No supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.

**C] Evaluation of Offers**

a) The price bids including the negative impact price of the technically acceptable offers alone, contained in Cover II shall be opened.

b) All bidders shall submit their offers by filling-in the format of the BHEL tender documents. Offers received in any other format are liable to be rejected. Offers are asked in BHEL's format for purpose of standardisation - to help in the offer evaluation.

c) Offer with any pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation the conditions would be removed and only the base offer would be considered for evaluation and comparison.

d) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer (impact). The revised offer (impact) shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted shall not be changed on account of the technical discussions.

e) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.

f) BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.



g) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, which shall be given as per the guide lines of Government of India given from time to time and / or relax the Terms and Conditions of the tender.

h) BHEL reserves the right to conduct negotiations on the “Price” and “Other Commercial Terms and Conditions” with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and

i) If so required by BHEL, Supplier may have to share their cost data / costing sheet with BHEL.

#### **D] Execution of the Order**

a) BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s **but this does not absolve the Supplier from giving the specifications as agreed upon.**

b) The Inspection date/s given by the Supplier shall be on firm basis. For Suppliers the Notice period of Inspection shall be 10 working days.

c) Deviations, if any pointed out by the visiting Inspection team of BHEL shall be corrected and the items as per specification shall be dispatched on or before the contract delivery date.

d) The final inspection for acceptance will, however, be carried out at BHEL's works at Ranipet.

e) The contract delivery date is the date of receipt of material at BHEL-Stores for suppliers in India.

f) Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only.

g) The supplier shall arrange for packing suitably in all respects for normal transport by air / rail / road and Materials shall be suitably protected against damage in transit and storage.

h) Indian suppliers shall dispatch on free delivery (door-delivery) at BHEL stores basis only. Unloading the materials at BHEL Stores would be to the account of BHEL only.

i) In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores).

j) Materials shall be dispatched only after getting the dispatch clearance of BHEL (Dispatch clearance would either be faxed / e-mailed as a scanned document / couriered.) and

k) **Payment terms:** 100% payment will be made directly through EFT in 90 days for NON MSE vendors and 45 days for MSE vendors (MSE vendors shall furnish a valid notarised MSE certificate and CA certificate) from the date of receipt and acceptance of materials at BHEL Stores, Ranipet. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. **Loading of any deviation in the payment terms w.r.t tender terms will be “Base rate of State Bank of India (SBI) (as applicable on**



**the date of bid opening:Techno-commercial bid opening in case of two part bids) + 6% will be considered for loading for the periods of relaxation sought by bidders.**

l) Any incidence of tax like Income tax, Service Tax and any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at Source, during the tenure of the Order shall be deducted by BHEL and necessary certification of the deduction (Tax deduction at Source) would be given.

n) The Guarantee period shall start from the "Date of Dispatch" and shall be submitted in BHEL-Format only.

#### **E] Liquidated Damages Clause:**

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of **10%**. Delivery for purpose of L.D, will date of receipt of materials at stores. Supplier shall deduct the applicable LD from the first payment when raising the claim for the same. The applicable LD if any would be communicated by BHEL along with the dispatch clearance. The LD would apply on the undelivered portion only. In case of reasons attributable to BHEL for the delay in delivery (for e.g. delay in arranging the pre-inspection) then the delivery time would be reset to the extent of the time delay attributable to BHEL, with waiver of the LD. Delivery being the essence of BHEL's contract requirements, In the event that a **Supplier does not accept the LD condition above, the offer would be loaded to the extent of the shortfall with respect to upper limit .**

#### **F] Force Majeure**

If at any time during the currency of this contract, the performance in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events), then provided notice of happening of any such events is given by either party to other within ten days from the date of occurrence thereof, neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

#### **G] Cancellation of Order:**

In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30



days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the non-performance of the supply contract, by the Supplier, the rights of BHEL include, in addition to canceling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase). This remedy would be in addition to the invoking of the CEBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies."

#### **HJ REVERSE AUCTION:**

"BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial bid evaluation. All bidders to give their acceptance 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. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse auction will have to necessarily submit 'online sealed bid' in the reverse auction. Non Submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

#### **I) Quantity Split:**

##### **Special Terms and Conditions**

- 01) BHEL reserves the right to increase or decrease the tender quantity.
- 02) Lowest prices received against BHEL tenders need not be the technically acceptable L1. Price and BHEL reserves the right not to consider the same.
- 03) BHEL reserves the right to negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to inter- alia other reasons.
- 04) BHEL reserves the right to negotiate the L1 rates.

#### **Quantity Split:**

5 a) BHEL reserves the right to split the tendered quantity as follows: 50:30:20 (50% for the original L1 and 30% and 20% for the next higher bidders in ranking who accepts to supply the goods and quantity at the same rates, commercial terms and conditions as that of the L1).

5 b) The quantity split is considered on the grounds of:

- (1) Higher quantity
- (2) Higher tender value
- (3) Capacity limitation of the suppliers.
- (4) Delivery requirement of BHEL



(5) One or a combination of above or all of the above.

5 c) In no case the highest quoted bidder (H1) would be given the opportunity of the quantity split. Similarly, if there are only two bidders, quantity split will not be generally considered. However in exceptional circumstances, BHEL may still resort to quantity split between the two bidders, to meet their requirements.

5 d) It is understood that Bidders participating in this tender have agreed to this condition. Mere stipulation of the quantity split condition in the tender does not guarantee that BHEL will split the order. BHEL reserves the right to place orders on respective L1 only without resorting to the quantity split, even if the quantity split provision is made available in the tender.

5 e) The quantity split ratio is only indicative and BHEL has the right to modify the same depending on the quantities requirement of their customer projects. Such modifications would be within the range of  $\pm 10\%$  of the indicated split ratio.

5 f) The L1 prices and their agreed commercial terms and conditions would be counter-offered to the next higher bidders in the order of their ranking and the quantity split would be given to the bidders who accept it in -toto on the basis of their ranking in the price bid.

5 g) If none of the other bidders accept the counter-offer viz the Price, Quantity, commercial terms and conditions, then the entire quantity of the tender would be ordered with the original L1 only without any further recourse by BHEL.

5 i) The decision that the quantity split would not be operated would generally be intimated to the technically successful bidders before the price bid opening. However in exceptional circumstances, BHEL may resort to ordering only on the respective L1, without the quantity split, even after the price bid is opened. The decision of BHEL in this would be final and would be binding on all the bidders.

Note:

In the event of non-operation of Quantity split , Suppliers are expected to pass on the volume / quantity discounts, as applicable to BHEL.

Counter offer: Will be made matching the lowest landed cost to BHEL(L1)

## **J] Others**

a) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorized to provide such clarifications is Sr.Manager / ESP Purchase e-mail: [tvgopal@bhelrpt.co.in](mailto:tvgopal@bhelrpt.co.in) (or) Engineer/Purchase: email : [biswajit@bhelrpt.co.in](mailto:biswajit@bhelrpt.co.in) .



b) Alterations to the conditions of the Tender can be done only by the authorized officer, at any time before the date and time of tender opening. Such changes, if any, would be communicated in writing and / or hosted in the web-page.

**c) Suspension of Business dealings with Suppliers:**

(i) Before submitting offer, prospective bidders are advised to visit our web-site [www.bhel.com](http://www.bhel.com) to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to the evidence of the bidder to have read and understood the above said policy.

**(ii) Treatment of Banned / Under performing Vendors:**

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

If any supplier who is supplying similar material to BHEL, Ranipet has a Vendor Performance Rating (VPR) score of 'C' or below, then offer given by such parties will not be considered for ordering in this tender.

d) The laws governing this transaction shall be the laws in India.

e) In the event of an order, Supplier shall agree to settlement of disputes or differences, if any, by way of arbitration, in accordance with the "Rule of Arbitration" of the Indian Council of Arbitration.