

**BHARAT HEAVY ELECTRICALS LTD.****(TRANSMISSION BUSINESS GROUP)****TERMS AND CONDITIONS FOR INDIGENOUS TENDER ENQUIRY**

This Format is to be submitted in original duly signed by bidder. Deviation, if any, is to be brought out clearly in Schedule of Commercial Deviation giving clause-wise deviation. Any condition / clarification / deviation mentioned elsewhere may not be accepted.

Sr. No.	Standard Terms & Conditions for Enquiry No. 284G017 Dated 06-Feb-15 Due on 03-Mar-15
1.	<p><b>INSTRUCTION TO BIDDERS:</b></p> <p>a) Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures. Corrections or additions must be clearly written both in words and figures and attested, otherwise offer shall be liable for rejection.</p> <p>b) Bidder must ensure that their quotation is received / dropped in the tender box on or before 14:00 Hrs of the due date of opening.</p> <p><b><u>Location of Tender Box:</u></b></p> <p><b>Bharat Heavy Electricals Limited,</b> <b>Transmission Business Group,</b> <b>Advant Navis Business park, Tower A</b> <b>5 th Floor, 7 , Sector- 142, Greater Noida Expressway, UP -201305</b></p> <p>c) The same shall be opened at 14.30 Hrs. on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time.</p> <p>d) Bids are to be submitted in Two parts:</p> <p>i) Techno-commercial bid (Part-I): To be submitted in duplicate. A copy of price bid (Part-II) "without prices" is also to be enclosed in Part-I bid.</p> <p>ii) Bidder to strictly ensure submitting the price bids in BHEL format of Rate Contract or as per project requirement.</p> <p>iii) Price bid (Part-II): To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words shall prevail over figure. Further in case of difference between unit rate &amp; total price, unit rate in words shall prevail over total price.</p> <p>Both Parts-I and Part-II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and superscribed with enquiry no., item / package name, project name (if any) and due date of opening.</p> <p>e) <b>"BHEL reserves the right to go for Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation".</b></p>

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	<p>Vendor shall be responsible for obtaining the deemed export benefits considered in their bid and in case of failure BHEL will not compensate in any manner</p> <p>B2. Barauni, Fatehabad Agra and Unchahar are domestic project - Taxes and duties are payable.</p> <p>C. The prices are to be quoted on "Ex works basis" i. e. the Transportation shall be arranged by BHEL – TBG from Bidder's works. The loading of Material in Trailers at Bidder's Works to be arranged by Bidder. The Transportation Cost by BHEL will however be added to the Cost of Bidders to arrive at Landed Cost to BHEL.  The Rate Contract Rates which will be used for loading are :</p> <ul style="list-style-type: none"> <li>• <b>Rs. 3.57/MT/KM- (Rs. Three and Fifty Seven Paise only) per MT per KM.</b></li> <li>• <b>Freight Escalation Clause is applicable on Freight Rates. The base freight rates for mechanical trailers would increase/decrease by 50% of percentage increase/decrease in the rates of diesel prevailing over the base rates of 29.08.2014 mentioned below. Any increase/decrease so allowed will be added to or subtracted from the basic freight rate. This increase/decrease will be computed as on 5th of every month and rates will be valid for that particular calendar month. The rate of diesel will be based on the rates obtained from PSU oil companies applicable to New Delhi. Freight increase on any other account will not be permissible.</b>  <b>The Base Rates of Diesel Prices as prevailing on 29.08.2014 are Rs. 58.40/Litre. The Final Date for calculation of Freight Escalation will be Techno-Commercial Bid opening date for this Tender for MS Rod.</b></li> <li>• <b>Distance will be taken as shortest route exhibited in Motoring Guide of India.</b></li> <li>• <b>Minimum Chargeable distance shall be 100 Kms even if the delivery destination is less than 100 Kms.</b></li> <li>• <b>Transportation shall be done by trailers only. Minimum transportable weight will be 22 MT. If qty is less than this minimum transportable weight then payment of F&amp;I shall be made for minimum transportable weight i.e. for 22 MT.</b></li> <li>• <b>Project Location is given in Annexure to enquiry.</b></li> <li>• The prices are to be quoted on Ex-works basis. The break-up of prices shall be as under :- <ul style="list-style-type: none"> <li>a) <b>Ex-works Price:</b> Ex- works price including packing &amp; forwarding charges and charges for Loading in Trailers arranged by BHEL - TBG for Transportation.</li> <li>b) <b>Excise Duty:</b> I) For NPGCPL NABHINAGAR STPP ED is exempted against PAC.  II) For BARAUNI, FATEHABAD AGRA and UNCHAHAR - Extra as applicable, Present rate is @12.36%</li> <li>c) <b>Sales Tax:</b> ST / VAT / CST (against C form) as applicable to be quoted extra as percentage in un-priced and price bid. In case of inter-state sale-in-transit supplier/vendor will have to provide E1/E2 form.</li> <li>d) <b>Entry tax / Octroi Charges:</b> NOT APPLICABLE.</li> <li>e) <b>Freight &amp; Insurance:</b> IN BHEL - TBG Scope. (Bidders to note the Loading Criteria mentioned above for determining L1 Bidder).</li> </ul> </li> </ul> <p>Note: The purchase order shall be placed on Ex-works basis.</p> <p><b>BHEL reserves the right to resort to reverse auction.</b></p>

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	<p>In order to have serious bidding in Reverse Auction, the H-1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.</p>
<b>3.</b>	<p><b>TERMS OF PAYMENT:</b></p> <p>100% payment along with taxes, duties, Freight &amp; Insurance within 60 days from the date of receipt of complete invoice <b>in TBG, BHEL</b> with following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> <li>• Excise invoice (where ED re-imburement is required)</li> <li>• MICC issued by BHEL</li> <li>• Guarantee Certificate</li> <li>• Material Receipt confirmation from site (To be arranged by BHEL)</li> <li>• LR endorsed in favor of Customer by Site (To be arranged by BHEL)</li> </ul>
<b>4.</b>	<p><b>INTEREST LIABILITY:</b></p> <p>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p>
<b>5.</b>	<p><b>GUARANTEE:</b></p> <p>The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, whichever is earlier. The defective material / component shall be replaced free of cost at site.</p>
<b>6.</b>	<p><b>BANK GUARANTEE: NOT APPLICABLE</b></p>
<b>7.</b>	<p><b>FINAL ENGINEERING DOCUMENTATION: NOT APPLICABLE</b></p>
<b>8.</b>	<p><b>INSPECTION:</b></p> <p>BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Despatch Clearance from BHEL.</p> <p>Supplier shall send inspection call on prescribed format or website only, with an advance notice of 15 days. Vendor shall forward all inspection and test reports for issue of MICC by BHEL.</p>
<b>9.</b>	<p><b>DESPATCH DOCUMENTS:</b></p> <p>Following despatch documents are to be immediately sent to purchaser on despatch:</p> <ul style="list-style-type: none"> <li>• Copy of Invoice</li> <li>• Copy of LR</li> <li>• Guarantee Certificate</li> </ul>

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<b>10.</b>	<b>DELIVERY PERIOD:</b> Delivery required is by 15 March, 2015 for all Projects. Bidder to specify delivery period in weeks from the date of LOI / PO in the Activity Schedule Format enclosed with enquiry. Bidder to quote their best delivery plan in activity schedule.  <u>Note:</u> LR date or Invoice date whichever is later shall be considered as delivery date.
<b>11.</b>	<b>DELAYED DELIVERY:</b> In case of delay in execution of order beyond the lot wise contractual delivery, an amount of .5 % of total Ex-Works Value per week or part thereof subject to maximum of 5% of total Ex-Works Value of P.O. will be Levied.
<b>12.</b>	<b>VALIDITY:</b> The offer shall be valid for 120 days from the due date of opening.
<b>13.</b>	<b>ACCEPTANCE / REJECTION OF TENDER:</b> BHEL reserves the right to reject in full or part, any or all tenders without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.
<b>14.</b>	<b>EVALUATION:</b> <b>Evaluation will be done Project wise for each of the 4 Projects. Comparative statement shall be prepared on project wise quantity.</b> <b>Evaluation of offers shall be done on the basis of delivered cost to BHEL after loading of F &amp; I charges up to site.</b>
<b>15.</b>	<b>DEVIATION:</b> The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer as per Loading Criteria for identified deviations mentioned in clause No. 22.
<b>16.</b>	<b>ARBITRATION:</b> All cases of disputes emanating from and relating to this contract shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under 'The Arbitration and Conciliation Act 1996' and the rules thereunder as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final & binding upon both the parties. The venue of arbitration shall be Delhi.
<b>17.</b>	<b>LEGAL SETTLEMENT:</b> All suits/claims in respect of this contract shall be in the courts having jurisdiction at Delhi / New Delhi.
<b>18.</b>	<b>SUBCONTRACTING :</b> In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.

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19.	<b>RISK PURCHASE:</b> In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material / component / equipment / system from any other agency at the risk and cost of the successful bidder.
20.	<b>ADJUSTMENT OF RECOVERY:</b> Any amount payable by the supplier / vendor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier / vendor under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.
21.	<b>FORCE MAJEURE CONDITION:</b> If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible.
22.	<b>LOADING CRITERIA FOR DEVIATIONS TAKEN BY BIDDER ON:</b> <u>22.1 : TERMS OF PAYMENT:</u> If a bidder asks for payment within specified no. of days from the date of receipt of invoice with complete documents as per "Terms of Payment" at sr. No. 3 above, loading to be done as follows: a) Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6 % shall be considered for loading for the period of relaxation sought by the bidder. 60 days - No loading <u>22.2 : DELAYED DELIVERY / PENALTY DUE TO DELAYED DELIVERY:</u> Loading for not accepting this clause / accepting only on un delivered portion shall be the maximum amount specified in this clause. <u>22.3 GUARANTEE:</u> Normally BHEL may not accept deviation against this clause and offer may be ignored on this deviation, however If the offered guarantee period is less than the tender guarantee period the ex- works prices shall be loaded for the difference in the period ( higher of the difference with respect to guarantee required from date of delivery and date of commissioning) @ 2.5 % per year for number of months( fractional months to be rounded off to next higher )
23.	<b>TECHNICAL SPECIFICATIONS:</b> <b>Standard Technical Specification <u>TB-235-509-039 Rev. 02</u></b>
24	<b>Quantity Variation : +/- 30 %</b>
25.	<b>SPECIAL TERMS:</b> <ul style="list-style-type: none"> <li>• "MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity ( Two years from the date of issue if acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate ( Format enclosed as per Annexure –I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status( Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier submits these documents".</li> <li>• <b>Final acceptance of bidder's offer is subjected to BHEL/Customer approval of</b></li> </ul>

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	<p><b>bidder for respective Project. This will be done prior to Price Bid opening / RA and the Vendors will be intimated regarding their qualification for the Projects along with intimation for Price Bid opening / RA.</b></p> <p><b>To obtain approval bidder has to submit complete credentials along with offer.</b></p>
<b>26.</b>	<p><b>PRE QUALIFYING CRITERIA FOR OPEN TENDER FOR MS ROD :</b></p> <p><b>Bidder must meet following requirements</b></p> <ol style="list-style-type: none"> <li><b>1. Bidder must be manufacturer of 40mm dia MS ROD.</b></li> <li><b>2. Bidder must have produced at least 2000MT of 40mm dia or higher MS Rod in a single Financial year in any one of last 3 Financial year.</b></li> </ol>

SEAL OF THE BIDDER

SIGN OF THE BIDDER