

Annexure : Terms & Conditions
Tender Enquiry : 201905431 Dated: 15.05.2019

Following terms & conditions are part of this tender enquiry.

General Conditions of Contract:

- Rates quoted should be firm & valid till the contract execution.
- Payment terms: 100% within 45 days after completion of work based on submission of invoice and work completion certificate issued by authorized representative of BHEL Rudrapur. Any deviation in payment terms will be loaded @ (SBI PLR+6) % annual interest for comparing standing.
- Validity of the quotation must be 3 months from the date of quotation.
- BHEL reserves the following rights:
 - a. To reject or accept any /or all tenders or part thereof without assigning any reason thereof.
 - b. To terminate the contract by giving a notice of 15 days if the performance of the party is found to be unsatisfactory.
- Evaluation shall be done on Overall L1 basis.
- The terms & conditions will be as follows.
 - Pre-Qualification Criteria as per Annexure-C. (Copy attached).
 - Price format shall be as per Annexure-B & GST@18%/prevailing rates. (Copy attached).
 - All other terms & conditions as per Annexure-A. (Copy attached).
 - EMD of Rs.11800/ (Rupees Eleven Thousands Eight Hundred Only) shall be submitted.

Security Deposit cum Contract Performance Bank Guarantee:

The value of bank guarantee shall be 5% of the Order/Contract value excluding taxes, duties and freight charges. If the value of the Order/Contract gets enhanced at any time, the Seller/Contractor shall submit the Bank Guarantee correspondingly to the enhanced value at the time of claiming first payment after Contract amendment, failing which the purchaser shall recover the equivalent amount from the payments due to the Seller/Contractor. The validity of the bank guarantee will be for a period of 12 months from the date of completion of work along with claim period of 3 months from the date of validity period of PBG.

Liquidated Damages (LD):

In case of delay in delivery, a penalty of 0.5% per week, maximum up to 10% of **total order value including PVC** on delayed portion shall be applicable. In case of quoting any deviation from the above LD clause, the offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of basic value.

LD clause shall be as “Schedule start of work within 5 days from award of wo otherwise LD of 0.5% per week up to 10% max of contract value.”

“Schedule completion of work within 10 days from the test at CPRI Bhopal otherwise LD of 0.5% per week up to 10% max of contract value.”

Risk Purchase Clause:

If the supplier fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same or the best and the nearest available substitute from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services.

In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection.

Facilitation of MSE bidder:

MSE bidders are encouraged by BHEL and shall be facilitated. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of valid MSE certificate like **EM-II certificate** or **NSIC certificate** or **Udyog Aadhar Memorandum** or any other relevant certificate provided by any other body specified by **Ministry of MSME, GoI under Public Procurement Policy** along with attested copy of a **Chartered Accountants certificate not older than one financial year**. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening/reverse auction. **If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.** Documents should be notarized or attested by a Gazetted officer.

Suspension of Business Dealings:

Action shall be taken as per extant BHEL **“Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016”** against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website www.bhel.com

Fraud Prevention Policy

"The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

Bidder's Sign & Seal: