

Indicator Arrangement Details

S.No	Material Code For Ind. Arrangement	1 piece/assy Tube	1 piece/assy End Cover	1 piece/assy Retainer	1 piece/assy Ind. Disc	1 piece/assy Stud	2 piece/assy Nut	2 piece/assy Screw
1	932011110000	932011260000	931034920000	931306060000	931064700000	931017180000	413020001600	-----
		3VN20624588	3VS83609407	4VN24426590	3VN24809400	3VS66109338	BPS-41302	-----
2	931059840000	931049420000	931034920000	930069950000	931064700000	931017180000	413020001600	412010601200
		3V180809456	3VS83609407	2VN23506031	3VN24809400	3VS66109338	BPS-41302	BPS-41201
3	932011120000	932011270000	931034920000	931306060000	931064700000	931017180000	413020001600	-----
		3VN20724588	3VS83609407	4VN24426590	3VN24809400	3VS66109338	BPS-41302	-----
4	931059850000	931066720000	931033720000	930596040000	930596850000	930596020000	413020000800	412010601200
		3VS83409406	3VS83309407	3VS83309398	3VS83309400	3VS83309338	BPS-41302	BPS-41201
5	931049550000	931049620000	931033720000	930596040000	930596850000	930596020000	413190000800	412010601200
		3VS85309406	3VS83309407	3VS83309398	3VS83309400	3VS83309338	BPS-41319	BPS-41201
6	931063240000	931066720000	931033720000	930596040000	930596850000	930596020000	413020000800	412010601200
		3VS83409406	3VS83309407	3VS83309398	3VS83309400	3VS83309338	BPS-41302	BPS-41201
7	931049540000	931034860000	931033720000	930596040000	930596850000	930596020000	413190000800	412010601200
		3VS84009406	3VS83309407	3VS83309398	3VS83309400	3VS83309338	BPS-41319	BPS-41201
8	931059160000	931031240000	931033720000	930596040000	930596850000	930596020000	413020000800	412010601200
		3VS83509406	3VS83309407	3VS83309398	3VS83309400	3VS83309338	BPS-41302	BPS-41201
9	931087460000	931034870000	931034920000	931034700000	931064700000	931017180000	413020001600	412010601200
		3VS84109406	3VS83609407	3VS83609398	3VN24809400	3VS66109338	BPS-41302	BPS-41201
10	931059170000	931034870000	931034920000	931034700000	931064700000	931017180000	413020001600	412010601200
		3VS84109406	3VS83609407	3VS83609398	3VN24809400	3VS66109338	BPS-41302	BPS-41201
11	932011130000	932011280000	931034920000	931306060000	931064700000	411171609000	413020001600	-----
		3VF50424588	3VS83609407	4VN24426590	3VN24809400	BPS-41117	BPS-41302	-----
12	932011090000	932011240000	931034920000	931306060000	931064700000	931017180000	413020001600	-----
		3VN20524588	3VS83609407	4VN24426590	3VN24809400	3VS66109338	BPS-41302	-----
13	932011100000	932011250000	931034920000	931306060000	931064700000	931017180000	413020001600	-----
		3VN24424588	3VS83609407	4VN24426590	3VN24809400	3VS66109338	BPS-41302	-----

Annexure to Enquiry No. 1213-027 Dated 01.05.2012, Due date 22.05.2012						
Sl No.	Matl. code	Description of material	Drawing No.	Total Qty.(nos.)	Quoted	Unit Basic Price, Rs. per pc
1	931050460000	LOCK BUSH-N204	3VN20495139	200	Yes/No	"Pl.see Price bid"
2	931050470000	LOCK BUSH-N205	3VN20595139	200	Yes/No	"Pl.see Price bid"
3	931050480000	LOCK BUSH-N206	3VN20695139	100	Yes/No	"Pl.see Price bid"
4	931050490000	LOCK BUSH-N213	3VN21395139	50	Yes/No	"Pl.see Price bid"
5	931050400000	LOCK HOOK-N201	3VN20195138	210	Yes/No	"Pl.see Price bid"
6	931050410000	LOCK HOOK-N204	3VN20495138	200	Yes/No	"Pl.see Price bid"
7	931050420000	LOCK HOOK-N205	3VN20595138	200	Yes/No	"Pl.see Price bid"
8	931050430000	LOCK HOOK-N206	3VN20695138	110	Yes/No	"Pl.see Price bid"
9	931050440000	LOCK HOOK-N213	3VN21395138	50	Yes/No	"Pl.see Price bid"
10	931073770000	LOCK PLATE-B003	3VB00395137	100	Yes/No	"Pl.see Price bid"
11	932025680000	LOCK PLATE-F503	3VF50395136	20	Yes/No	"Pl.see Price bid"
12	931050330000	LOCK PLATE-N202	3VN20295136	210	Yes/No	"Pl.see Price bid"
13	931050340000	LOCK PLATE-N204	3VN20495137	100	Yes/No	"Pl.see Price bid"
14	931050360000	LOCK PLATE-N205	3VN20595137	80	Yes/No	"Pl.see Price bid"
15	931050380000	LOCK PLATE-N206	3VN20695137	100	Yes/No	"Pl.see Price bid"
16	931050370000	LOCK PLATE-N212	3VN21295137	100	Yes/No	"Pl.see Price bid"
17	931050390000	LOCK PLATE-N213	3VN21395137	50	Yes/No	"Pl.see Price bid"
18	931066040000	RING OF INDEX-2925	3V292509681	30	Yes/No	"Pl.see Price bid"
19	931035180000	RING OF INDEX-K334	3VK33409681	850	Yes/No	"Pl.see Price bid"
20	931035190000	RING OF INDEX-K335	3VK33509681	50	Yes/No	"Pl.see Price bid"
21	931057980000	SCALE OF INDEX-2886	3V288695344	150	Yes/No	"Pl.see Price bid"
22	931066020000	SCALE OF INDEX-2925	3V292595344	30	Yes/No	"Pl.see Price bid"
23	931037500000	SCALE OF INDEX-K353	3VK35309682	700	Yes/No	"Pl.see Price bid"
24	931037510000	SCALE OF INDEX-K354	3VK35409682	50	Yes/No	"Pl.see Price bid"
25	931018120000	BOTTOM PLATE-K011	3VK01109860	600	Yes/No	"Pl.see Price bid"
26	931025510000	BOTTOM PLATE-K164	3VK16409860	170	Yes/No	"Pl.see Price bid"
27	931029860000	BOTTOM PLATE-K268	3VK26809860	170	Yes/No	"Pl.see Price bid"
28	931107130000	BOTTOM PLATE-N631	3VN63109860	10	Yes/No	"Pl.see Price bid"
29	931018110000	FIXING CLAMP-K011	3VK01109859	310	Yes/No	"Pl.see Price bid"
30	931025530000	FIXING CLAMP-K163	3VK16309859	450	Yes/No	"Pl.see Price bid"
31	931034270000	FIXING CLAMP-K319	3VK31909859	170	Yes/No	"Pl.see Price bid"
32	931102960000	FIXING CLAMP-U109	3VU10909859	10	Yes/No	"Pl.see Price bid"
33	931018130000	FIXING PLATE-K011	3VK01109861	930	Yes/No	"Pl.see Price bid"
34	931018150000	HUB-K011	3VK01109863	710	Yes/No	"Pl.see Price bid"

35	931018850000	HUB-K020	3VK02009863	50	Yes/No	"Pl.see Price bid"
36	931038410000	HUB-K357	3VK35709863	170	Yes/No	"Pl.see Price bid"
37	931019160000	RIB-K011	3VK01109840	200	Yes/No	"Pl.see Price bid"
38	931025740000	RIB-K163	3VK16309840	320	Yes/No	"Pl.see Price bid"
39	931025750000	RIB-K164	3VK16409840	210	Yes/No	"Pl.see Price bid"
40	932013610000	RIB-P408	4VP40826748	20	Yes/No	"Pl.see Price bid"
41	931029850000	STRIKER PLATE C-K268	3VK26809864	170	Yes/No	"Pl.see Price bid"
42	931018160000	STRIKER PLATE-K011	3VK01109864	710	Yes/No	"Pl.see Price bid"
43	931018810000	STRIKER PLATE-K020	3VK02009864	50	Yes/No	"Pl.see Price bid"
44	932011110000	INDTR. ARRANGEMENT-N206	Sketch-1	230	Yes/No	"Pl.see Price bid"
45	931059840000	INDTR. ARRANGEMENT-N213	Sketch-2	200	Yes/No	"Pl.see Price bid"
46	932011120000	INDTR. ARRANGEMENT-N207	Sketch-1	80	Yes/No	"Pl.see Price bid"
47	931059850000	INDTR. ARRANGEMENT-N201	Sketch-2	300	Yes/No	"Pl.see Price bid"
48	931049550000	INDTR. ARRGT.-N202	Sketch-3	1470	Yes/No	"Pl.see Price bid"
49	931063240000	INDTR. ARRANGEMENT-N326	Sketch-2	160	Yes/No	"Pl.see Price bid"
50	931049540000	INDTR. ARRGT.-N203	Sketch-3	430	Yes/No	"Pl.see Price bid"
51	931059160000	INDTR. ARRANGEMENT-N251	Sketch-2	560	Yes/No	"Pl.see Price bid"
52	931087460000	INDTR. ARRGT.-N218	Sketch-2	710	Yes/No	"Pl.see Price bid"
53	931059170000	INDTR. ARRANGEMENT-N248	Sketch-2	710	Yes/No	"Pl.see Price bid"
54	932011130000	INDTR. ARRGT.-F504	Sketch-1	80	Yes/No	"Pl.see Price bid"
55	932011090000	INDTR. ARRANGEMENT-N205	Sketch-1	360	Yes/No	"Pl.see Price bid"
56	932011100000	INDTR. ARRANGEMENT-N244	Sketch-1	370	Yes/No	"Pl.see Price bid"
Excise Duty rate (mention in % if applicable, mention as NIL if not applicable)			Applicable/Not applicable			
			Extra/Inclusive			
			% if applicable			
Cess on ED rate (mention in % if applicable)						
CST (%) / VAT (%)			Extra/Inclusive			
			%			
Validity of offers (As per BHEL terms 60 days validity is required)						
The above prices are Firm, without any price escalation; are Rs. per pc; and are on FOR Goindwal Sahib						
We accept all terms and conditions of the Tender Enquiry No. 1213-027 Dated 01.05.2012						
Authorised signatory with seal						

Annexure to Enquiry No. 1213-027 Dated 01.05.2012, Due date 22.05.2012					
Sl No.	Matl. code	Description of material	Drawing No.	Total Enquiry Qty (Nos)	Unit Basic Price, Rs. per pc
1	931050460000	LOCK BUSH-N204	3VN20495139	200	To be filled by the vendor
2	931050470000	LOCK BUSH-N205	3VN20595139	200	To be filled by the vendor
3	931050480000	LOCK BUSH-N206	3VN20695139	100	To be filled by the vendor
4	931050490000	LOCK BUSH-N213	3VN21395139	50	To be filled by the vendor
5	931050400000	LOCK HOOK-N201	3VN20195138	210	To be filled by the vendor
6	931050410000	LOCK HOOK-N204	3VN20495138	200	To be filled by the vendor
7	931050420000	LOCK HOOK-N205	3VN20595138	200	To be filled by the vendor
8	931050430000	LOCK HOOK-N206	3VN20695138	110	To be filled by the vendor
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14	931050360000	LOCK PLATE-N205	3VN20595137	80	To be filled by the vendor
15	931050380000	LOCK PLATE-N206	3VN20695137	100	To be filled by the vendor
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22	931066020000	SCALE OF INDEX-2925	3V292595344	30	To be filled by the vendor
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24	931037510000	SCALE OF INDEX-K354	3VK35409682	50	To be filled by the vendor
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27	931029860000	BOTTOM PLATE-K268	3VK26809860	170	To be filled by the vendor
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32	931102960000	FIXING CLAMP-U109	3VU10909859	10	To be filled by the vendor
33	931018130000	FIXING PLATE-K011	3VK01109861	930	To be filled by the vendor
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56	932011100000	INDTR. ARRANGEMENT-N244	Sketch-1	370	To be filled by the vendor

Authorised signatory with seal



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No.1213-027 Dated 01.05.2012)

PRE-QUALIFICATION TERMS

- P1 Bidders should primarily be engaged in manufacturing/supplying of Fabrication items. **Stockists, dealers will have to submit authorization certificate from their manufacturers'.**
- BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. For verification of data presented for pre-qualification bid, BHEL may decide to visit the bidder(s) works.
Any fact found deviating from bids during evaluation shall make the bidder liable to be dis-qualified.
- P2 **Bidders, who are not currently on registered list of BHEL IVP Goindwal Sahib, need to submit duly filled format for "Vendor Registration form". This duly filled form can be submitted separately/immediately without waiting for the tender opening. If submitted separately, in the tender documents pl. mention that form has already been submitted with reference no. This will enable BHEL to evaluate the form and help in finalising the tender at the earliest.** The form can be downloaded from our website www.bhel.com or can be requested at vishal@bheliivp.in or vm@bheliivp.in
Registered vendors with BHEL IVP GWL have to mention their vendor code. Registered vendors with any other unit of BHEL are also required to mention the vendor code given by respective BHEL unit along with photocopy of latest POs from BHEL unit. Duly filled form can be submitted along with/separately, which is required for evaluation/records if the vendor gets order through this tender.
- P3 (i) Bidders not registered with any unit of BHEL are required to deposit an **amount of Rs. 15000/- as Earnest Money (EMD)** by way of DD in favour of BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB Payable at Goindwal Sahib only. MSEs, Central/State PSUs/State owned Corporations are exempted from EMD, for which relevant documentary proof has to be submitted in the envelope of EMD.
(ii) EMD shall be forfeited if after opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted prices.
(iii) EMD shall be forfeited if the bidder does not commence the work within the period as per LOI/PO.
(iv) EMD submitted by all unsuccessful bidders shall be refunded normally within 20 days of finalization of Rate with interested bidders.
(v) EMD shall not carry any interest.
(vi) EMD amount of successful bidder shall be refunded after receipt and acceptance of total PO qty.
- P4 **IF THE OFFER IS NOT ACCOMPANIED WITH ACCEPTANCE OF TERMS AND CONDITIONS, IT SHALL BE CONCLUDED THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE AND NO CLAIM WHATSOEVER SHALL BE ENTERTAINED LATERON.**
- P5 A copy of pre-qualification details can be submitted even before due date of opening for evaluation planning by BHEL.



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No.1213-027 Dated 01.05.2012)

DUE DATE OF OPENING:22.05.2012

1. INVITING TENDERS

Sealed tenders in three parts; Part-I: EMD, Part II: Techno-commercial bid and Part-III: Price bid are hereby invited as per applicable standards mentioned by BHEL. The relevant documents are attached with the Enquiry.

The three bids should be submitted in **separate sealed inner envelopes** duly mentioning the detail as follows:

Bid	Description	Superscription on envelope	Min documents to be submitted
Part-I	EMD envelop	PART-I: EMD for tender enquiry no. 1213-027 dated 01.05.2012	Draft payable at Goindwal Sahib/Proof of claiming exemption.
Part-II	Pre-qualification & Techno-Commercial bid	Part-II (Techno-Commercial) bid against tender enquiry no:1213-027 dated 01.05.2012 due for opening on 22.05.2012	1. Registration details/filled registration format 2. Acceptance of all terms and conditions. 3. Un-priced (Prices not filled) format showing taxes and duties structure.
Part-III	Price bid	Part-III (Price) bid against tender enquiry No: 1213-027 Dated: 01.05.2012	No Other format shall be used for submitting the price bid. Any variation in Unit of Supply other than that mentioned in the Price bid format shall not be accepted. Rates should be mentioned in words as well as in figures. In case of any confusion rates in words shall be considered final. Anything other than price mentioned in the price bid shall be considered invalid

PLEASE SEE AND FOLLOW THE CHECKLIST PROVIDED AT THE END

All the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No., item description as "Fabrication items" and due date of opening.

Part-I: EMD should contain:

DD of requisite amount payable at Goindwal Sahib only **OR** if exemption is sought, proper documents as required and explained in Pre-qualification para P2.



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No.1213-027 Dated 01.05.2012)

Part-II: Techno-Commercial bid should contain

- a) The details/data/ information/ supporting documents as per requirement of Pre-Qualification Bid.
- b) Acceptance of Techno-Commercial terms and conditions should be attached next. This can be attached either by signing each page of terms and conditions or a confirmation statement.
Any deviation proposed by bidder shall be considered by BHEL at its own discretion; and if finally considered, shall carry loading factor at the discretion of BHEL.
- c) Unpriced price bid, filling all other details **except unit price**.

Sealed quotations shall reach by 1500 Hrs on due date. Part-I & II shall be opened on due date at 1530 Hrs. Based on evaluation of pre-qualification and/or techno-commercial offers, Price bids of bidders who qualify from pre-bid qualification and techno-commercial evaluation shall be opened. Date of opening of Price bid shall be informed to all successful bidders.

Part III: Price Bids:

Price quotation format shall be as attached.

The comparison among bidders shall be done on the basis of quoted rates converted to "Total landed cost to BHEL". Duties shall be payable extra against ED Gate Pass valid for CENVAT benefit.

Price quoted shall be firm and not subject to any escalation during the PO execution.

Price should be quoted on FOR Destination Goindwal Sahib basis. If not mentioned, it shall be concluded that the offer is on FOR Destination Goindwal Sahib basis. In case rates are Ex-Works basis, loading of expenses i.e., freight, transit insurance shall be done by BHEL at its discretion to arrive at Landed prices. Comparison shall be done at Landed cost to BHEL.

Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attached. Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal.

2. VALIDITY OF OFFERS:

The offers shall be kept open for acceptance for **60** days from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

3. SCOPE OF SUPPLY

Material shall be supplied as per the applicable latest Technical Document No. Material Standard requirements/ Drawing Nos. National & International material Standards shall have to be arranged by vendors themselves. **+/- 10% quantity variation is acceptable.**



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No.1213-027 Dated 01.05.2012)

4. REPLACEMENT OF REJECTION:

If the material is rejected due to defective workmanship during inspection or at the time of actual use, within the guarantee period (i.e. as per clause 8), the rejected material shall be replaced by the supplier. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. If the material is found defective and rejected during use for which payment has already been released the rejected quantity shall be supplied free of cost by the vendor within a month of intimation of the rejection by BHEL.

5. DELIVERY SCHEDULE:

Supplies shall be affected and completed as per schedule mentioned in the POs/LOIs. We require **minimum 50% of total qty in first two months balance within next month from date of PO/LOI. Further, BHEL may release delivery schedule from time to time based upon our requirement.** Vendor shall be required to complete the order as per the BHEL schedule requested.

6. ACCESS TO MANUFACTURING PREMISES:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

7. TERMS OF PAYMENT:

- a. Due payment against supplies received shall be due after 30 days of receipt and acceptance of material and shall be paid within next 15 days period. In case of any deviation from standard payment term mentioned BHEL at it's discretion may load on the item price at prime lending rate of SBI + 2% for the period of relaxation sought by bidder.
- b. Documents to be submitted
 - i. Commercial invoice (in duplicate)
 - ii. Excise invoice (in duplicate) valid for claiming CENVAT credit
 - iii. Original VAT invoice valid for claiming input tax credit, if applicable
 - iv. Material Test Certificates (MTC) and
 - v. Compliance Certificate.
- c. Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.
- d. **It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.**
- e. **BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.**



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No.1213-027 Dated 01.05.2012)

5. INSPECTION:

1. All required tests shall be carried out by vendor at no extra cost. Relevant TCs shall accompany the consignment. **BHEL may decide to inspect itself/arrange third party at vendors' works itself as and when necessary with prior intimation to the vendor.** No additional charges shall be claimed for such inspections.
2. **Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.**
3. Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.
4. Latest applicable revisions of standards/procedures to be referred.
5. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.

6. PREFERENCES FOR MSE's:

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 4% from the above mentioned 20% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 4% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

All these preferences are applicable subject to the submission of applicable certificates (i.e. District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises)

7. COUNTER OFFER & LOADING CRITERIA

BHEL reserves the right to negotiate with L1 or re-float the tender in case the quoted prices are not acceptable. BHEL will give counter-offer to vendors other than L1 (for item whose qty. is greater than 500 nos.), in order to have broader vendors base for ensuring timely delivery. Following directions shall be followed when allotting the tender quantities:



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No.1213-027 Dated 01.05.2012)

1. Tender quantity shall be divided in the proportion 60:20:20 (60% for L1, 20% for L2 and 20% for MSE's) in case the L1 vendor is not a MSE subject to following conditions:
 - I. L2 acceptance of L1 rates.
 - II. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement at L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared equally.
 - III. 20% from the 20% quantity (i.e. 4% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from other Micro and Small Enterprises.
 - IV. In case any MSE vendor does not accept the counter offer, the above mentioned 20% quantity shall be offered to L2 subject to its acceptance to L1 price.
2. In case if the L1 vendor is MSE then quantity shall be provided as 56 % and 40% in L1 and L2 vendor subject to acceptance to above mentioned provision no.(i). 4% tender quantity shall be offered to the MSEs owned by SC/ST's. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from L1 vendor.
3. In case if L1 vendor is MSE owned by SC/ST's then the qty. will be divided in the ratio of 60:40.(60% qty. for L1 and balance for L2 subject to acceptance of L1 rates). If L2 bidder does not accept the L1 rates, then the total qty. will be loaded on L1.
4. In case no MSEs participating in the tender then the qty. will be divided in the ratio of 60:40.(60% qty. for L1 and balance for L2 subject to acceptance of L1 rates). If L2 bidder does not accept the L1 rates, then the total qty. will be loaded on L1.

This ratio can be altered in case of any failure on part of L1 regarding delivery commitment/quality of material. All above mentioned preferences shall be given to MSEs and SC/STs only on the submission of documentary evidence.

8. GUARANTEE:

Vendor shall give a guarantee of 18 months from the date of dispatch or 12 months from use, against manufacturing defects, whichever is earlier.

9. PENALTY FOR LATE DELIVERY:

'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No.1213-027 Dated 01.05.2012)

therein. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 5.0 %.

BHEL reserves the right to receive or not receive the material after the due date of PO.

10. RISK PURCHASE:

BHEL shall be entitled to terminate the contract/pending POs at any stage and to purchase elsewhere at the risk and cost of the vendor, either the whole of the goods or any part thereof which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid. Vendor shall be liable for the losses, which BHEL may sustain by way of such risk purchase in addition to aforesaid penalty for delayed delivery.

11. SUB-CONTRACT:

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

12. FORCE MAJEURE:

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

13. DISPUTES:

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

14. JURISDICTION:



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No.1213-027 Dated 01.05.2012)

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

15. MSME Certification:

If the bidder is registered as any of Micro/Small/Medium enterprise as defined in Micro Small and Medium Enterprises Development Act, 2006; a copy of registration certificate to be attached.

16. CLARIFICATIONS

The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

17. LOI(Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

18. GENERAL:

- a) BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- b) BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c) BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
- d) If possible, please submit soft copy of price quotation [copied on a blank CD of standard make] put in the sealed offer.



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No.1213-027 Dated 01.05.2012)

19. BANNED FIRMS:

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

**CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN THREE PARTS
BIDS**

S. No.	Document	Status	
1	Envelope should contain EMD/Proof regarding Exemption of EMD	Yes, Sealed	
2.	Techno-commercial bid sealed in separate envelope superscribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-I "EMD/Exemption of EMD"	Yes, sealed
3.	Price Bid sealed in separate envelope superscribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-II "Techno-commercial Bid"	Yes, sealed
3.	All three sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date	Sealed envelope marked as Part-III "Price Bid"	Yes