

**BHARAT HEAVY ELECTRICALS LTD**  
**I/P, GOINDWAL SAHIB**  
**PRICE BID ANNEXURE**

Annexure to Enquiry No. 1213-037 Dt 09.06.2012, due date of opening 30.06.2012

Material : Safety Equipments and Accessories

Unit rates, FOR Goindwal Sahib

Sl no	CODE	DESC	Qty (No)	Unit rates, FOR Goindwal Sahib	
				In Fig.	In Words
1	GWS670000045	Rubberized Fabric Reinforced Rubber Line Fire Hose, Jacket is made of 100% Synthetic Yarn, Heat and Abrasion Resistance, Hose pipe should be as per IS 636, Type "A", Size-63mm, Length-30 Meter, Hose pipe to be supplied with Stainless Steel Male and Female coupling binders wound at the end of Hose Pipe.	12		"To be filled by suppliers"
2	GWS670000046	Stainless Steel short branch pipe of dia 63mm as per IS:903 with ISI Mark.	12		"To be filled by suppliers"
3	GWS670000047	Gun Metal Hydrant Valve(Down Ward) as per IS-5290. Size-63mm. Inlet-75mm NB Flanged . Out Let-63 mm Female Instantaneous .	6		"To be filled by suppliers"
4	GWS670000048	FRP Material (Weather Proof) Fire hose cabinet box with stand for one no. 63mm, 30meter hose pipe and one short branch pipe, Finish-Fire red colour	12		"To be filled by suppliers"
5	GWS670000049	FRP Material (Weather proof) fire extinguisher cabinet box for one no. 6KG ABC Type fire extinguishers, Finish-Fire red colour	10		"To be filled by suppliers"
6	GWS670000050	Sand Buckets, Finish-Fire red colour.	40		"To be filled by suppliers"
7	GWS670000051	ABC MAP-90 Powder Type Fire Extinguisher, Capacity-6KG, ISI Marked.	20		"To be filled by suppliers"
Excise Duty rate (mention in % if applicable, mention as NIL, if not applicable)					
Cess on ED rate (mention in % if applicable)					
CST (%) / VAT (%)					
Validity of offers (As per BHEL terms 45 days validity is required)					
Delivery terms (FOR Goindwal Sahib)					
We accept all terms and conditions of the Tender Enquiry No. 1213-037 Dt 09.06.2012					

Authorised signatory with seal

**BHARAT HEAVY ELECTRICALS LTD**  
**INP, GOINDWAL SAHIB**  
**UN PRICE BID ANNEXURE**

Annexure to Enquiry No. 1213-037 Dt. 09.06.2012, due date of opening 30.06.2012

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*MSE status: (Writing Yes/No in respective column)		Yes/No	Yes/No		
MSE Type:		Micro	Small		
*MSE owned by (Writing Yes/No in respective column)		Yes/No	Yes/No		
Category:		SC	ST		
* Attach relevant document if Yes in any Micro/Small/SC/ST.					
Excise Duty rate (mention in % if applicable, mention as NIL, if not applicable)					
Cess on ED rate (mention in % if applicable)					
CST (%) / VAT (%)					
Validity of offers (As per BHEL terms 45 days validity is required)					
Delivery terms (FOR Goindwal Sahib)					
We accept all terms and conditions of the Tender Enquiry No. 1213-037 Dt. 09.06.2012					

Authorised signatory with seal



BHEL  
GOINDWAL

## TERMS AND CONDITIONS FOR

(Tender Enquiry No. 1213-037

Dated: 09.06.2012 Due date of opening of Part-I: 30.06.2012)

Item: Safety Equipment and Accessories

### PRE-QUALIFICATION TERMS

- P1 Bidders should primarily be engaged in manufacturing/supplying of safety equipments and accessories. **Stockiest, 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 disqualified.

- P2 **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 LATER ON.**

### COMMERCIAL TERMS

- C1 **Inviting Quotations:**

Tenders in two part bids are invited. Tender is for supply of *Safety Equipments and Accessories* as per latest applicable standards/Drawings (with latest revision/amendment) mentioned below.

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

The two 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	Pre-qualification & Techno-Commercial bid in response to tender enquiry no. 1213-037 Dated 09.06.2012	PART-I: "Techno-Commercial Bid" Tender Enquiry no. 1213-037 Dated 09.06.2012 Due date of opening: 30.06.2012 Sender:	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-II	Price bid in response to tender enquiry no. 1213-037 Dated 09.06.2012	PART-II: "Price Bid" Tender Enquiry no. 1213-037 Dated 09.06.2012 Sender:	Price bid duly filled prices in words also along with same taxes and duties as mentioned in unpriced bid.

**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. 1213-037 Dated 09.06.2012, item description as "*Safety Equipment and Accessories*" and due date of opening as 30.06.2012 time 1530 Hrs. on it.

Part-I: 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.  
If nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on.  
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) **Un-priced bid as per format attached. All details, i.e. whether quoted for item, duties and taxes etc. should be filled.** Price Bid format without the price shall be provided with Part II.

Sealed quotations shall reach by 1500 hrs on due date. Part-I 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 II: Price Bids:

**Price bid in the format attached.** Preferably the price bid envelop should contain ONLY the price bid. Further, if even the same conditions are mentioned in the Part-III, but after scrutiny of Part-II, the bidder has agreed to BHEL terms, the same shall be binding and any such condition found in Part-II shall in no case be discussed.

**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.

Anything other than price mentioned in the price bid shall be considered invalid.

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 contract 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.

**All amounts shall be indicated both in words as well as figures.** Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

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.

C2 **Validity of offers:**

Offers shall be valid for 45 days from due date of opening. In case of extension of due date of opening, the offers validity shall be extended accordingly.

C3 **Terms of payment:**

- C3.1 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.
- C3.2 In case of any deviation from standard payment term mentioned BHEL at its discretion may load on the item price at prime lending rate of SBI + 2% for the period of relaxation sought by bidder.
- C3.3 Commercial invoice (in duplicate).
- C3.4 Original VAT invoice valid for claiming input tax credit.





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(Tender Enquiry No. 1213-037

Dated: 09.06.2012 Due date of opening of Part-I: 30.06.2012)

Item: Safety Equipment and Accessories

- C3.5 Material test certificates, Compliance Certificate, Guarantee certificate & Inspection clearance certificate released at the time of Pre-Despatch inspection at vendor's works, if any.
- C3.6 Above documents should include your Registration numbers such as ECC no, PAN no, CSI no, TIN/ VAT nos. etc.
- C3.7 BHEL will not be responsible for delays in release of payment on account of discrepancies in documentation, so vendor has to ensure compliance to documentation requirement
- C3.8 BHEL releases payment through EFT mode. Vendor can provide the necessary details by obtaining format before release of payment while supplying the material**
- C4 **Delivery schedule:**  
Supplies shall be affected and completed as per schedule mentioned in the POs/LOIs. Supplies are to be completed *within one month from placement of PO/LOI*. Vendor shall be required to complete the order as per the BHEL schedule requested.
- C5 **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.
  - All these benefits are subject to submission 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)**
- C6 **LOADING CRITERIA**
- BHEL reserves the right to negotiate with L1 or re-float the tender in case the quoted prices are not acceptable. Following directions shall be followed when allotting the tender quantities:
1. Tender quantity shall be divided in the proportion 80:20 (80% for L1 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



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TERMS AND CONDITIONS FOR

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- 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.
2. In case if the L1 vendor is MSE (not owned by SC/ST) then 96% quantity will be given to L1 vendor and 4% tender quantity shall be offered to the MSEs owned by SC/ST's (at L1 rates, if the L2 vendor is within price band of L1+15 per cent). 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 no MSEs participating in the tender then the whole quantity will be procured from L1 vendor.

All above mentioned preferences shall be given to MSEs and SC/STs only on the submission of documentary evidence.

C7 **Access to Manufacturing Premises:**

For evaluation & during the currency of execution of contract, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of contract. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL, if our contractual requirements with our customers call for the same.

C8 **MSE Certification**

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

C9 **Scope of Supply**

Material shall be supplied as per the applicable latest Material Standard requirements/TDC/Drawing and other requirement as given in the Tender Enquiry. National & International material Standards shall have to be arranged by vendors themselves.

C10 **Inspection:**

- a. 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 at vendors' works itself as and when necessary with prior intimation to the vendor.** No additional charges shall be claimed for such inspections.
- b. Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.
- c. Material Test Certificates, Inspection reports and Compliance/Guarantee Certificates are to be provided along with the supplies of all items. Test certificates and guarantee certificates are to be provided for all items *except item sl. No. 6, material code GWS670000050.*
- d. Latest applicable revisions of standards/procedures to be referred. 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.

C11 **Warranty:**

Vendor shall give a warranty of 12 months from the date of dispatch against manufacturing defects, whichever is earlier.



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Item: Safety Equipment and Accessories

C12 **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 12), 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.

C13 **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.

C14 **Risk Purchase**

BHEL shall be entitled to terminate the contract with any vendor and to purchase elsewhere at the risk and cost of the vendor, either the whole or part thereof which the supplier has failed to deliver 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. Purchases made from any other vendor at its quoted rates shall be made and the difference of rates of defaulter vendor and new vendor shall be deducted from running bills of the vendor who has failed to deliver.

C15 **Penalty for late delivery**

'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders shall be made within the time limit prescribed therein. Penalty for late delivery clause will be applicable for delayed supplies @ 0.5% per week or part thereof subject to a maximum of 5%. Once the delivery period mentioned has expired, and BHEL may or may not take the delivery of item.

C16 **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 instalment shall not be deemed a waiver of time in respect of remaining deliveries.

C17 **Arbitration:**

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.

C18 **Jurisdiction:**

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

C19 **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](http://www.bhel.com).

C20 **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.

C21 **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.

C22 **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 accept or reject any part or whole of the tender 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.
- c) BHEL reserves the right to short close the contract at any time. The quantity supplied or requirement intimated by BHEL will stand as it is, but contract may be close for further supplies, if no further requirement exists.
- d) Please submit acceptance of all techno-commercial terms along with quotation. If nothing is mentioned for any term, it shall be concluded that the same is acceptable.
- e) Performance of suppliers shall be monitored periodically by user department of BHEL.
- f) BHEL reserves the right to cancel/ refloat the tender, if the prices are abnormally higher than estimates. Further, BHEL reserve the right to negotiate with L1 vendor
- g) **Bidders, who are not currently on registered list of BHEL IVP Goindwal Sahib, may submit duly filled format for "Vendor Registration form". This duly filled form can be submitted separately/immediately without waiting for the tender opening.** The form can be downloaded from our website [www.bhel.com](http://www.bhel.com) or can be requested at [vishal@bhelivp.in](mailto:vishal@bhelivp.in) or [vm@bhelivp.in](mailto:vm@bhelivp.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.



Authorized signatory  
IVP, BHEL Goindwal Sahib



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GOINDWAL

TERMS AND CONDITIONS FOR

(Tender Enquiry No. 1213-037

Dated: 09.06.2012 Due date of opening of Part-I: 30.06.2012)

Item: Safety Equipment and Accessories

CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN TWO PARTS BIDS

S. No.	Document	Status [pl. check the following for ready ref]
1.	<b>Sealed</b> envelope should contain	Yes  1. BHEL IVP GWL Vendor code mentioned/BHEL unit registration certificate copy and latest PO copies(if available)attached.  2. Other details attached. 3. Acceptance of techno-commercial terms. 4. Unpriced bid attached.  <b>Envelop sealed.</b>
	(1) Pre-qualifying data	
	(2) Techno-Commercial bid	
	(3) Unpriced bid (item prices not to be mentioned)	
2.	Price Bid sealed in separate envelope superscribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-II "Price Bid"  Yes, sealed
3.	Two sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date	Yes