

**Item: Chemically cleaned cloth**

**# The material description is as below**

**Description:** Chemically cleaned cloth, Cloth should be properly cleaned without any oil or grease marks and no hanging threads at the corners.

**Quantity:** 10,000.00 kg

All the bidders are requested to supply a sample of size 12 inch x 12 inch along with their offer, mentioning name of the bidder on it.

The successful bidder must get a final approval of their product before supplying regularly to BHEL.

**PRE-QUALIFICATION TERMS**

P1 Bidders should primarily be engaged in manufacturing of clothes, apparels.

Bidders to clearly mention/specify the infrastructure available with him for intended operations. If any operation (full or part) is further sub-contracted, the same should be clearly mentioned in the pre-qualification bid itself with detail of extent of operations proposed to be sub-contracted and details of subcontractors. BHEL may carry out evaluation of bidder's capability. 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 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.

P3 A copy of pre-qualification details can be submitted even before due date of opening for evaluation planning by BHEL.

**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.**

**COMMERCIAL TERMS**

**C1 Inviting Quotations:**

Tenders in two part bids are invited. Tender is for entering into Annual Rate Contract for supply of chemically cleaned cloth as per BHEL specifications. Regular Purchase Orders shall be placed thereafter based on our requirement from time to time. The duration of the rate contract will be of 12 months from the date of opening of price bid.

Sealed tenders in two parts; Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited as per applicable specifications and details provided 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
Part-I	Pre-qualification & Techno-Commercial bid in response to tender enquiry no. 1112-126 Dated: 28.10.2011	PART-I "Techno-Commercial Bid" Tender Enquiry no. 1112-126 Dated: 28.10.2011 Due date of opening: 28.11.2011 Sender: Name of the bidder
Part-II	Price bid in response to tender enquiry no. 1112-126 Dated: 28.10.2011	PART-II "Price Bid" Tender Enquiry no: 1112-126 Dated: 28.10.2011
<b>PLEASE SEE AND FOLLOW THE CHECKLIST PROVIDED AT THE END</b>		

All the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No., item description as "Rate Contract for supply of chemically cleaned cloth" and due date of opening as:28.11.2011 time 1130 Hrs. on it.

Part-I: Techno-Commercial bid should contain

- The details/data/ information/ supporting documents as per requirement of Pre-Qualification Bid.
- 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.

TERMS AND CONDITIONS FOR  
(Tender Enquiry No. 1112-126 Dated:28.10.2011)

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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**.
- d) Capacity to supply cloth in kg per month.

Sealed quotations shall reach by 1100 Hrs on due date. Part-I shall be opened on due date at 1130 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. The price bid may be opened on the same day at 1500 hrs or if not opened on the same day all the bidders will be intimated separately the date of opening of price bids. Date of opening of Price bid shall be informed to all successful bidders.

**C2 Part II: Price Bids:**

Price quotation format shall be as under:

Sl. No.	Item Description [*]		Rate per piece in ` FOR BHEL, Goindwal Sahib	
			In figures	In words **
1.				
	Present ED (%)	Shall be paid extra		
	Present cess on ED (%)			
	Present CST/VAT (%)			
* List attached separately.				
** In case of disputes/errors/difficulty in interpretation of rates mentioned in figures, rates mentioned in words shall be taken as final.				

Present rate of VAT/CST & Excise duty + any cess on ED shall be mentioned in the table as %. All duties shall be paid extra. However, 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 D Goindwal Sahib basis. If not mentioned, it shall be concluded that the offer is on FOR D Goindwal Sahib basis.

**C3 Validity of offers:**

Offers shall be valid for 60 days from due date of opening. In case of extension of due date of opening, the offers validity shall be extended accordingly.

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**C4 Terms of payment:**

C4.1 Due payment against supplies received shall be made within 30-45 days of receipt subject to acceptance of material by BHEL and receipt of following dispatch documents

C4.1.1 Commercial invoice (in duplicate).

C4.1.2 Original VAT invoice valid for claiming input tax credit.

C4.1.3 Compliance Certificate & Inspection clearance certificate released at the time of Pre-Despatch inspection at vendor's works, if any.

C4.2 Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.

C4.3 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

***C4.5 BHEL releases payment through EFT mode. Vendor can provide the necessary details by obtaining format before release of payment while supplying the material***

**C5 Delivery schedule:**

Sequence of delivery shall be indicated by BHEL while placing the orders/through other communications. Vendor shall be required to complete the order as per schedule. Reasonable time shall be given to effect changes according to BHEL priority.

**C6 Quantity:**

Quantity mentioned in the annexure is indicative and can vary by 5.0% full tender wise. Quantity variation from vendors' side is not allowed in negative side. Only positive side variation to the extent of 5.0% of individual item in PO can be considered at the discretion of BHEL. A request has to be made for the same for consideration by BHEL before despatch of any such excess material.

**C7 Loading:**

If L1 vendor is a new vendor, development PO will be released. On successful completion, further loading shall be decided.

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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.

**C8 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.

**C11 Liquidated Damages**

‘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. Liquidated damages 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.

**C12 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.

**C13 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.

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**C14 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 thereunder shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

**C15 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.

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

S. No.	Document	Status
1	<p>Envelope should contain</p> <p>(1) Pre-qualifying data, i.e. either of</p> <p>(A) Duly filled "Vendor registration form" [Registration form and any help in filling the same can also be asked from <a href="mailto:gss@ivp.bhel.co.in">gss@ivp.bhel.co.in</a> or <a href="mailto:sd@bhelivp.in">sd@bhelivp.in</a></p> <p>Phone: 01859 224615/620</p> <p><b>OR</b></p> <p>(B) If existing vendor of BHEL IVP GWL, undertaking mentioning vendor code</p> <p><b>OR</b></p> <p>(C) If vendor of any other unit of BHEL, undertaking mentioning vendor code supported by copies of registration certificate and latest POs from BHEL unit.</p> <p>Alongwith any of above documents,</p>	<p>1. Filled format attached/ BHEL IVP GWL Vendor code mentioned/BHEL unit registration certificate copy and latest PO copies attached.</p> <p>2. Other details attached.</p>

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	clear undertaking of operations intended to be out-sourced, (refer para P1)		
	(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
4.	All two sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date		Yes