




BHEL GOINDWAL

TERMS AND CONDITIONS FOR  
(Tender Enquiry No. 1213-043 Dated 15.06.2012 Due date of opening 24.07.2012)  
**Item: INSERTS**

**PRE-QUALIFICATION TERMS**

- P1 Bidders should primarily be engaged in manufacturing of inserts. 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. In case of dealers, **Dealer authorization certificate** need to be attached along with.
- P2 A copy of pre-qualification details can be submitted even before due date of opening for evaluation planning by BHEL.
- P3
- P3(i) Bidders not registered with any unit of BHEL are required to deposit **an amount of Rs. 20,000/- 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. Central/State PSUs/State owned Corporations are exempted from EMD, for which relevant documentary proof has to be submitted in the envelop of EMD.
- P3(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.
- P3(iii) EMD shall be forfeited if the bidder does not commence the work within the period as per LOI/PO.
- P3(iv) EMD submitted by all unsuccessful bidders shall be refunded normally within 20 days of finalisation of Rate Contract with interested bidders.
- P3(v) EMD shall not carry any interest. **MSE are exempted from EMD.**
- 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.**

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**COMMERCIAL TERMS**

**C1 Inviting Quotations:**

Tenders in three part bids are invited. Tender is for supply of '**INSERTS**' as per required specifications.

Sealed tenders in three parts; Part-I: EMD, Part II: Techno-commercial bid and Part-III: Price bid are hereby invited as per applicable specifications mentioned in enquiry. 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	EMD for tender enquiry no. 1213-043 Dated 15.06.2012	Draft payable at Goindwal Sahib/Proof of claiming exemption.
Part-II	Pre-qualification & Techno-Commercial bid in response to tender enquiry no. 1213-043 Dated 15.06.2012	PART-I "Techno-Commercial Bid" Tender Enquiry no. 1213-043 Dated 15.06.2012 Due date of opening: 24.07.2012 Sender:	1. Registration details/filled registration format if any 2. Acceptance of all terms and conditions. 3. Un-priced (Prices not filled) format showing taxes and duties structure. 4. <b>MINIMUM 2 SAMPLES EACH</b>
Part-III	Price bid in response to tender enquiry no. 1213-043 Dated 15.06.2012	PART-II "Price Bid" Tender Enquiry no. 1213-043 Dated 15.06.2012 Due date of opening: 24.07.2012 Sender:	Price bid duly filled prices in words also along with same taxes and duties as mentioned in unpriced bid. In case of discrepancy between prices in fig and words, prices in words are final. <b>Insert prices in ₹ Per piece only.</b>
<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 "INSERTS" and due date of opening as 24.07.2012 time 1530 Hrs. on it.

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 P3.

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.



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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**.

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 III: Price Bids:

Price quotation format shall be as attached.

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 Destination Goindwal Sahib** basis. If not mentioned, it shall be concluded that the offer is on FOR Destination Goindwal Sahib basis.

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:**

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. 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.

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**

C4 **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 **within two months from placement of PO. 50% quantity to be supplied in each month.**



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C5 **Access to Manufacturing Premises:**

For evaluation & during the currency of execution of PO, 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, if our contractual requirements with our customers call for the same.

C6 **Quantity:**

Quantity mentioned in the annexure is indicative and can vary by 25% item wise or full tender wise. BHEL may decide to increase or decrease the quantity by 25% or change the mix of items according to our requirement. Quantity variation from vendors' side is not allowed in negative side. Only positive side variation to the extent of 10% 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:**

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 'FOR ITEMS WITH QUANTITY NO. GREATER THAN 1000' to vendors other than L1, in order to have broader vendors base for ensuring timely delivery. Following directions shall be followed when allotting the tender quantities:

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 offered 20% quantity of tender quantity at L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply shall be shared equally. **If there are more than one MSE in the price band of L1+ 15% to whom the offer has been sent and some of them reject the offer then the remaining quantity shall be distributed equally to the MSEs accepting L1 prices.**

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.

V. **If there is no MSE in the Price band of L1+15% then the 20% quantity shall be offered to L2 vendor subject to his acceptance of L1 rates.**

2. In case if the L1 vendor is MSE then quantity shall be provided as 56 % and 40% in L1 and L2 vendor **respectively** subject to acceptance to above mentioned provision no.(I). 4% tender quantity shall be offered to the MSEs owned by SC/ST's in the price band of **L1+15%**. 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.



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3. In case the L1 vendor is a MSE owned by a SC/ST then the quantity shall be divided as 60% and 40% to L1 and L2 vendor respectively subject to acceptance of L1 rates by L2 vendor.

In case of non-acceptance of counter offer by L2 vendor, **the counter offer will be given to L3 vendor and all above provisions in which L2 vendor is mentioned will be studied by taking L3 vendor.**

**In case of non- acceptance of counter offer by any vendor after above applicable provisions the whole quantity would be offered to L1 vendor.**

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.

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.

C9 **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.

C10 **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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C11 **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.

C12 **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.\

C13 **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).

C14 **MSME & MSE 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. 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. 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. MSE's shall be given preferences as described in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" subject to the submission of proper documentary evidence (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) with quotation. "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" document can be downloaded from link <http://dcmsme.gov.in/FinalPressorder.pdf> and can also be collected from the office of Manager/MM IVP Goindwal.

C15 **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) 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.
- d) Performance of suppliers shall be monitored periodically by user department of BHEL.

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C16 **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.

C17 **Vendor Registration Form**

Bidders, who are not currently on registered list of BHEL IVP Goindwal Sahib, may submit duly filled format for “Vendor Registration form” along with MSE or MSME certificates. 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](http://www.bhel.com) or can be requested at [gss@ivp.bhel.in](mailto:gss@ivp.bhel.in) or [aditya@ivp.bhel.in](mailto:aditya@ivp.bhel.in). All MSE firms need to submit their certificates for availing preferences.

Registered vendors with BHEL IVP GWL have to mention their vendor code. Registered vendors with any other unit of BHEL are also required 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.

C18 **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).**



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**TECHNICAL TERMS:**

T1 **Scope of Supply:**

Material shall be supplied as per the applicable specification in bid format. These inserts should be suitable for machining of following items-

1. CARBON STEEL (HARDNESS 140 TO 200 BHN)
2. ALLOY STEEL (HARDNESS 160 TO 175 BHN)
3. STAINLESS STEEL (HARDNESS 170 TO 233 BHN)
4. WELDED ITEMS (HARDNESS 250 TO 300 BHN)
5. STELLITE-6 ITEMS (HARDNESS 35 HRC)

T2 **Inspection:**

BHEL may decide to carry out the inspection of Inserts prior to despatch. Pl. give your inspection call on readiness of material. ***Material test certificates and guarantee Compliance Certificates are to be provided along with the supplies*** clearly detailing out the description of materials used and their compliance to the relevant standards.

T3 **Replacement/Repair**

If any item is found defective and is not acceptable, it shall be intimated through Rejection Memo or similar communication from BHEL and shall have to be replaced by supplier from BHEL at his own cost. BHEL reserves the discretion to levy storage charges for material not lifted within the reasonable period.



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

S. No.	Document		Status [pl. check the following for ready ref]
1.	EMD envelope	Sealed envelope marked as Part-I "EMD envelope"	DD submitted/ proof of claiming exemption submitted
2.	<p><b>Second</b> envelope should contain</p> <p>(1) Pre-qualifying data, i.e. either of</p> <p><b>(A)</b> Duly filled "Vendor registration form" [Registration form and any help in filling the same can also be asked from <a href="mailto:gss@bhelivp.in">gss@bhelivp.in</a> or <a href="mailto:aditya@bhelivp.in">aditya@bhelivp.in</a>] 01859-224615 along with MSE or MSME certificates.</p> <p><b>OR</b></p> <p><b>(B)</b> If existing vendor of BHEL IVP GWL, undertaking mentioning vendor code</p> <p><b>OR</b></p> <p><b>(C)</b> 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, clear undertaking of operations intended to be out-sourced, (refer para P1)</p> <hr/> <p>(2) Techno-Commercial bid</p> <hr/> <p>(3) Unpriced bid (item prices not to be mentioned)</p>	Sealed envelope marked as Part-II "Pre-Qualification & Techno-Commercial Bids"	<p>Yes</p> <p>1. Filled format attached/ BHEL IVP GWL Vendor code mentioned/BHEL unit registration certificate copy if any</p> <p>2. Other details attached.</p> <p>3. Acceptance of techno-commercial terms.</p> <p>4. Unpriced bid attached.</p> <p>5. Dealer authorization certificate if any</p> <p>6. Min 2 samples for each item</p> <p>Envelop sealed.</p>
3.	Price Bid sealed in separate envelope superscribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-III "Price Bid"	Yes, sealed
4.	All three sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date		Yes

**BHARAT HEAVY ELECTRICALS LTD  
IVP, GOINDWAL SAHIB  
UNPRICE BID ANNEXURE**

Annexure to Enquiry No. 1213-043 dt 15.06.2012 , due date 24.07.2012

**Material : INSERTS**

S.No.	Matl Code	Desc	Qty (NO.)	2 SAMPLES ATTACHED	Unit rates, FOR Goindwal Sahib	
					In Fig.	In Words
1	GWT67019091	INSERTS CNMG 190612	400	YES/NO	"Please see price bid"	
2	GWT67019097	INSERTS SNMG 120408	2000	YES/NO	"Please see price bid"	
3	GWT67019090	INSERTS SNMG 190612	300	YES/NO	"Please see price bid"	
4	GWT67019022	INSERTS CNMG 120408 (TITANIUM COATED)	1500	YES/NO	"Please see price bid"	
Excise Duty rate (mention in % if applicable, mention as <b>NIL</b> if not applicable)					Pl. clearly mention	
Cess on ED rate (mention in % if applicable)					Pl. clearly mention	
CST (%) / VAT (%)					Pl. clearly mention	
Validity of offers ( <b>As per BHEL terms 45 days validity is required</b> )					Pl. clearly mention	
Delivery terms (FOR Goindwal Sahib)					Pl. clearly mention	
MICRO OR SMALL ENTERPRISE					YES/NO	
We accept all terms and conditions of the Tender Enquiry No. 1213-043 Dt 15.06.2012						
<p><i>Authorised signatory with seal</i></p>						

**BHARAT HEAVY ELECTRICALS LTD  
IVP, GOINDWAL SAHIB  
PRICE BID ANNEXURE**

**Annexure to Enquiry No. 1213-043 dt 15.06.2012 , due date 24.07.2012**

**Material : INSERTS**

S.No.	Matl Code	Desc	Qty (NO.)	Unit rates, FOR Goindwal Sahib	
				In Fig.	In Words
1	GWT67019091	INSERTS CNMG 190612	400	"To be filled by bidder"	
2	GWT67019097	INSERTS SNMG 120408	2000	"To be filled by bidder"	
3	GWT67019090	INSERTS SNMG 190612	300	"To be filled by bidder"	
4	GWT67019022	INSERTS CNMG 120408 (TITANIUM COATED)	1500	"To be filled by bidder"	

*Authorised signatory with seal*