



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No.1213-023 Dated 28.04.2012)

PRE-QUALIFICATION TERMS

P1 EMD amount/ Exemption

- (i) Bidders not registered with any unit of BHEL are required to deposit an amount of Rs. 50,000/- 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. MSEs, Central/State PSUs/State owned Corporations are exempted from EMD, for which relevant documentary proof will have to submit.
- (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.

P2 Financial Turn over

Minimum financial turnover of bidders should not be less than Rs 130 Lac (for others), Rs 65 Lac (for MSEs). For financial turn over bidders should present audited balance sheet of financial year 2010-11. For MSEs relevant documentary proof will have to submit.

P3 Manufacturers of nonferrous castings

Bidders should primarily be engaged in manufacturing of nonferrous Castings.

Minimum three Purchase order (PO) copies of nonferrous castings having PO value more than or equal to Rs 10 Lac each (for others), Rs 5 Lac each (for MSEs). For MSEs relevant documentary proof will have to submit

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.

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.

Mameet Kun



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**TERMS AND CONDITIONS FOR
(Tender Enquiry No.1213-023 Dated 28.04.2012)****DUE DATE OF OPENING:22.05.2012****1. INVITING TENDERS**

Sealed tenders in three parts; Part-I: Pre-qualification, 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	Pre-qualification	PART-I: Prequalification for tender enquiry no. 1213-023 dated 28.04.2012	Draft payable at Goindwal Sahib/Proof of claiming exemption. Audited balance sheet of financial year 2010-11. Minimum three Purchase order (PO) copies of nonferrous castings having PO value more than or equal to Rs 10 Lac each (for others), Rs 5 Lac each (for MSEs).
Part-II	Techno-Commercial bid	Part-II (Techno-Commercial) bid against tender enquiry no: 1213-023 dated 28.04.2012 due for opening on 22.05.2012	1. Acceptance of all terms and conditions. 2. Techno commercial bid (Prices not filled) format showing taxes and duties structure.
Part-III	Price bid	Part-III (Price) bid against tender enquiry No: 1213-023 Dated: 28.04.2012	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 "Aluminum castings" and due date of opening.

Part-I: Prequalification bid should contain:

- a) DD of EMD amount payable at Goindwal Sahib only OR if exemption is sought, proper documents as required and explained in Pre-qualification para P1.



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- b) Audited balance sheet of financial year 2010-11.
- c) Minimum three Purchase order (PO) copies of nonferrous castings having PO value more than or equal to Rs 10 Lac each (for others), Rs 5 Lac each (for MSEs). For MSEs relevant documentary proof will have to submit.

Part-II: Techno-Commercial bid should contain

- a) Acceptance of terms and conditions. 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) Techno commercial 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 **90** 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. +/- 5 % quantity variation is acceptable.

4. REPLACEMENT OF REJECTION:

Mannan Kumar



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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 11), 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. We require **35% of each order quantity castings in first two months, 35% of each order quantity castings in next two months and balance within next two months from date of PO.** 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.**

8. INSPECTION:



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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.

9. 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)**

10. 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, 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 50:30:20 (50% for L1, 30% for L2 and 20% for MSE's) in case the L1 vendor is not a MSE subject to following conditions:



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- 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 L3 subject to acceptance of L1 rate if L3 bidder does not accept L1 rate then this quantity will be offered to L1 bidder.
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 order quantity will be in the proportion of 50:30:20 (50% for L1, 30 % for L2 and 20 % for L3 subject to acceptance of L1 rate for L2 and L3 bidders). If any of L2 and L3 does not accept L1 rate then this quantity will be offered to L1 bidder.
 4. In case no MSEs participating in the tender then the whole quantity will be in the proportion of 50:30:20 (50% for L1, 30 % for L2 and 20 % for L3 subject to acceptance of L1 rate for L2 and L3 bidders). If any of L2 and L3 does not accept L1 rate then this quantity will be offered to L1 bidder.

This ratio can be altered in case of any failure on part of bidder regarding delivery commitment/quality of material. In case of non-acceptance of counter offer by any bidder the quantity shall be given to L1 Vendor. All above mentioned preferences shall be given to MSEs and SC/STs only on the submission of documentary evidence.

11. 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.

12. PENALTY FOR LATE DELIVERY:



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'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 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. JURISDICTION:

Manmeet Kumar



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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.

18. 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.

19. 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.

20. 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.

21. 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.
- e) Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.

22. BANNED FIRMS:



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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.

21. Supplier Registration:

Bidders, who are not currently on registered list of BHEL IVP Goindwal Sahib, may submit duly filled format for "Vendor Registration form". The form can be downloaded from our website www.bhel.com or can be requested at vishal@bhelivp.in or manmeet@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. Techno-commercially qualified bidders may be asked for submission of supplier registration form for getting registered with BHEL, IVP, Goindwal.

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

S. No.	Document		Status
1	Envelope should contain Draft payable at Goindwal Sahib/Proof of claiming exemption. Audited balance sheet of financial year 2010-11. Minimum three Purchase order (PO) copies of nonferrous castings having PO value more than or equal to Rs 10 Lac each (for others), Rs 5 Lac each (for MSEs).	Sealed envelope marked as Part-I "Pre-qualification"	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-II "Techno-commercial Bid"	Yes, sealed
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
3.	All three sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date		Yes

Manmeet Kuma

BHARAT HEAVY ELECTRICALS LTD
IVP, GOINDWAL SAHIB
TECHNO COMMERCIAL BID ANNEXURE

Annexure to Enquiry No. 1213-023 Dated 28.04.2012 due date 22.05.2012

Material : Aluminium Castings

SI No	Material Code	Description	Specifications/Standards	Drawing No.	Unit	Qty Reqd	Unit rates, FOR Goindwal Sahib	
							In Fig.	In Words
1	842020113300	GEARBOX COVER LM 6	LM 6	22020100060	No	2300	"PI see price bid"	
2	842020139700	LIM.SWITCH MOUNT	LM 9 WP	22020100357	No	2300	"PI see price bid"	
3	842020111100	RACK GEAR HOUSING	LM 9 WP	O2020100004	No	2300	"PI see price bid"	
4	842020111200	SW.MT.CONECTR.LM	LM 9 WP	22020100061	No	2300	"PI see price bid"	
5	842020112600	BEARING CAP LM9	LM 9 WP	42020100200	No	2300	"PI see price bid"	
6	842020113200	GEAR HOUSING LM 9	LM 9 WP	O2020100048	No	2300	"PI see price bid"	
7	842020113400	BEARING FRAME-LM 9	LM 9 WP	22020100059	No	2300	"PI see price bid"	
Excise Duty rate (mention in % if applicable, mention as NIL if not applicable)							To be filled by bidder	
Cess on ED rate (mention in % if applicable)							To be filled by bidder	
CST (%) / VAT (%)							To be filled by bidder	
Validity of offers (As per BHEL terms 90 days validity is required)							To be filled by bidder	
Delivery terms (FOR Goindwal Sahib)							To be filled by bidder	
We accept all terms and conditions of the Tender Enquiry No. 1213-023 Dated 28.04.2012								

*MSE status: (Writing Yes/No in respective column)

	Yes/No	Yes/No	Yes/No
MSE Type:	Micro	Small	Not Applicable

*MSE owned by (Writing Yes/No in respective column)

	Yes/No	Yes/No	Yes/No
Category:	SC	ST	Other

* Attach relevant document if Yes in any Micro/Small/SC/ST.

Authorised signatory with seal

BHARAT HEAVY ELECTRICALS LTD
IVP, GOINDWAL SAHIB
PRICE BID ANNEXURE

Annexure to Enquiry No. 1213-023 Dated 28.04.2012 due date 22.05.2012

Material : Aluminium Castings

SI No	Material Code	Description	Specifications/Standards	Drawing No.	Unit	Qty Reqd	Unit rates, FOR Goindwal Sahib	
							In Fig.	In Words
1	842020113300	GEARBOX COVER LM 6	LM 6	22020100060	No	2300	To be filled by bidder	
2	842020139700	LIM.SWITCH MOUNT	LM 9 WP	22020100357	No	2300	To be filled by bidder	
3	842020111100	RACK GEAR HOUSING	LM 9 WP	O2020100004	No	2300	To be filled by bidder	
4	842020111200	SW.MT.CONECTR.LM	LM 9 WP	22020100061	No	2300	To be filled by bidder	
5	842020112600	BEARING CAP LM9	LM 9 WP	42020100200	No	2300	To be filled by bidder	
6	842020113200	GEAR HOUSING LM 9	LM 9 WP	O2020100048	No	2300	To be filled by bidder	
7	842020113400	BEARING FRAME-LM 9	LM 9 WP	22020100059	No	2300	To be filled by bidder	

Authorised signatory with seal