



BHEL
GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1213-120 Dated 13.12.2012 Due date of opening of Part-I&II:
07.01.2013)
Item: Dissolved Acetylene gas for industrial use

PRE-QUALIFICATION TERMS

- P1 Bidders should primarily be engaged in manufacturing/supply of Dissolved Acetylene Gas for industrial use. BHEL may carry out evaluation of bidder's capability.
Suppliers/dealers/distributors not engaged in manufacturing of gases are required to submit authorised letters from the manufacturers of gases supplied by them. It may also be noted that successful tenderers (those are non-manufacturers) will be allowed to supply gases from these manufacturers only.
On commencement of rate contract, BHEL requires minimum supply of 20 (twenty) cylinders and supplier have to arrange cylinders of their own. This requirement may increase in future as per BHEL requirement.
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 (i) Bidders not registered with any unit of BHEL are required to deposit an **amount of Rs. 5,000/- 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 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 finalisation of Rate Contract with interested bidders.
(v) EMD shall not carry any interest.
(vi) EMD amount (without any interest) shall be adjusted against security deposit SD/returned after receipt of security deposit (SD) for successful bidder.
- P3 **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.**
- P4 A copy of pre-qualification details can be submitted even before due date of opening for evaluation planning by BHEL.



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Item: Dissolved Acetylene gas for industrial use**

COMMERCIAL TERMS

C1 Inviting Quotations:

Tenders in three part bids are invited. Tender is for entering into Annual Rate Contract for supply of Dissolved Acetylene Gas for industrial use as per latest applicable standards (with latest revision/amendment) mentioned below.

S.No	Material Code	Description	Standards	Qty (m ³)
10.	GWC670000005	Dissolved Acetylene Gas	IS:308/1988	4000.00
Above gas is to be supplied as per SP: 9 (with latest rev/amendment) and 1981 cylinder rules (with latest rev/amendment).				

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. 1213-120 dated 13.12.2012	Draft payable at Goindwal Sahib/Proof of claiming exemption.
Part-II	Pre-qualification & Techno-Commercial bid in response to tender enquiry no. 1213-120 Dated 13.12.2012	PART-II: "Techno-Commercial Bid" Tender Enquiry no. 1213-120 Dated 13.12.2012 Due date of opening: 07.01.2013 Sender:	1. Acceptance of all terms and conditions. 2. Un-priced (Prices not filled) format showing taxes and duties structure. 3. Capacity to supply minimum 10 cylinders within 3 days of intimation.
Part-III	Price bid in response to tender enquiry no. 1213-120 Dated 13.12.2012.	PART-III: "Price Bid" Tender Enquiry no. 1213-120 Dated 13.12.2012 Sender:	Price bid duly filled prices in words also along with same taxes and duties as mentioned in unpriced bid. Gases prices in Rs. per cubic metre. No price in any other unit.
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. 1213-120 Dated 13.12.2012, item description as "Rate Contract for DA Gas" and due date of opening as 07.01.2013 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.



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- 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.
- d) Capacity to supply minimum 10 cylinders of gas within 3 days of intimation.
- e) Unloading/loading of cylinders at supplier's works/shop shall be arranged by supplier itself.

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 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:**

- a) 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.
- b) Rate contract for supply of DA gas shall be valid for 01 (one) year from the date of rate contract finalisation. Rate contract may be extended for another one year on mutual acceptance of both parties.

C3 **Terms of payment:**

- C3.1 Due payment against supplies received shall be made within 30-45 days of receipt subject to submission of test certificates (and other documents) and verification of user department and receipt of following dispatch documents.



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- C3.1.1 Commercial invoice (in duplicate).
C3.1.2 Original VAT invoice valid for claiming input tax credit.
C3.1.3 Compliance Certificate & Inspection clearance certificate released at the time of Pre-Despatch inspection at vendor's works, if any.
C3.2 Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.
C3.3 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
C3.4 BHEL releases payment through EFT mode. Vendor can provide the necessary details by obtaining format before release of payment while supplying the material
- C4 **Security Deposit:**
An amount equal to 1% of basic value of each invoice shall be deducted from running invoices. Interest free Security Deposit (full or partial after deduction of any amount chargeable from vendor) shall be refunded after successful completion of contract against this tender.
- C5 **Delivery schedule:**
Order(s) will be placed on successful tenderer(s) and sequence of delivery in batches shall be indicated by BHEL through emails and over phone as and when required. Vendor shall be required to complete the requirement within 3 days of intimation by BHEL.
- C6 **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.
- C7 **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.
- C8 **Preference for MSE's:**
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. 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).



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*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)

C9 **Loading:**

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. 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.

II. 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.

III. In case any MSE vendor does not accept the counter offer, the above mentioned 20% quantity shall be offered to L1.

IV. If there is no MSE in the Price band of L1+15% then the 20% quantity shall be offered to L1 vendor.

2. In case if the L1 vendor is MSE then quantity shall be provided as 96 % for L1 and 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.

3. In case the L1 vendor is a MSE owned by a SC/ST then the 100 % quantity shall be loaded on L1 bidder.

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/quantity/quality of material.

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

C10 **Free detention period**

Supplier shall give 15 days free detention period from the date of receipt of the cylinders at IVP, BHEL, Goindwal Sahib. After 15 days, if cylinders were held by BHEL, detention charges may apply. Supplier to mention detention charges clearly.

C11 **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.



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C12 **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 @ 0.08% per day 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.

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

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 there under 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.

C16 **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.

C17 **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.

C18 **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.



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C19 **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) 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 finalizing the tender at the earliest. The form can be downloaded from our website www.bhel.com or can be requested at amit@bhelivp.in or aditya@bhelivp.in.
- g) 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.

TECHNICAL TERMS:

T1 **Scope of Supply:**

Material shall be supplied as per the applicable latest standards IS:308/1988, SP: 9 and 1981 cylinder rules (with latest rev/amendment) as mentioned in Annexure I and other special requirement as given in the Purchase Order.

T2 **Certificates:**

For Dissolved Acetylene Gas, Test certificates as per standards are to be provided along with the supplies.



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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
2A.	<p>Second envelope should contain</p> <p>(1) Pre-qualifying data,</p> <p>OR</p> <p>(B) If existing vendor of BHEL IVP GWL, undertaking mentioning vendor code</p> <p>OR</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>(2) Techno-Commercial bid</p> <p>(3) Unpriced bid (item prices not to be mentioned)</p>	<p>Sealed envelope marked as Part-II "Pre-Qualification & Techno-Commercial Bids"</p> <p>Yes</p> <p>1. BHEL IVP GWL Vendor code mentioned/BHEL unit registration certificate copy and latest PO copies attached.</p> <p>2. Other details attached.</p> <p>3. Acceptance of techno-commercial terms.</p> <p>4. Unpriced bid attached.</p> <p>5. Capacity to supply minimum 10 cylinders within 3 days of intimation.</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
Annexure I - UNPRICE BID**

Unprice Bid Annexure to Enquiry No. 1213-120 Dated 13.12.2012, due date 07.01.2013

Material : Dissolved Acetylene Gases for Industrial Use

S.No.	Matl Code	Desc	Standards	Qty Cubic mtrs	Unit rates, FOR Goindwal Sahib	
					In Fig.	In Words
10	GWC670000005	Dissolved Acetylene Gas	IS:308/1988	4000.00	<u>"Pl. see price bid"</u>	

Note: All the above gases are to be supplied as per SP: 9 (with latest rev/amendment) and 1981 cylinder rules (with latest rev/amendment).

Excise Duty rate (mention in % if applicable, mention as NIL if not applicable)	<i>To be mentioned by supplier</i>
Cess on ED rate (mention in % if applicable)	<i>To be mentioned by supplier</i>
CST (%) / VAT (%)	<i>To be mentioned by supplier</i>
Validity of offers (As per BHEL terms 45 days validity is required)	<i>To be mentioned by supplier</i>
Delivery terms (FOR Goindwal Sahib)	<i>To be mentioned by supplier</i>
We accept all terms and conditions of the Tender Enquiry No. 1213-120 Dated 13.12.2012	

Authorised signatory with seal

BHARAT HEAVY ELECTRICALS LTD
IVP, GOINDWAL SAHIB
PRICE BID

Price Bid Annexure to Enquiry No. 1213-120 Dated 13.12.2012, due date 07.01.2013

Material : Dissolved acetylene Gases for Industrial Use

S.No.	Matl Code	Desc	Standards	Qty <u>Cubic mtrs</u>	Unit rates, FOR Goindwal Sahib	
					In Fig.	In Words
10	GWC670000005	Dissolved Acetylene Gas	IS:308/1988	4000.00	<u>"To be filled by supplier"</u>	

Authorised signatory with seal