



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR
(Tender Enquiry No.1213-020 Dated: 25.04.2012 Due Date:10.05.2012)**

1. INVITING TENDERS:

Two-part sealed quotations are invited for manufacture and supply of Wall Blower Motors as per specifications in the tender enquiry at following terms and conditions. Submission of two parts shall be as follows:

Bid	Bid description	Super scribing on envelope	*** Should contain ***
Part I	Techno-Commercial Offer	Part-I (Techno-Commercial) bid against tender enquiry no: 1213-020 dated 25.04.2012 due for opening on 10.05.2012	1. Acceptance of all terms and conditions of tender enquiry. (Preferred is submitting signed copy of terms and conditions; 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). 2. Un-priced bid as per format attached. All details, i.e. whether quoted for item, duties and taxes etc. should be filled.
Part II	Price Bid	Part-II (Price) bid against tender enquiry no: 1213-020 dated 25.04.2012	Price bid in the format attached.

All above sealed envelopes should be put in outer sealed envelope **clearly mentioning Tender Enquiry No. 1213-020 dated 25.04.2012 , Item: “Motors: Wall Blower” Due date of opening: 10.05.2012.** Quotations shall reach us by 1000 Hrs and Part-I shall be opened at 1100 Hrs on due date **10.05.2012.** Late offers are liable to be rejected, so please ensure to send the quotation well within due date.

Part-I: Techno-Commercial bid should contain

a) 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.

b) **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 I.

Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1530 hrs, if all the vendors have accepted the entire tender terms and conditions. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids.

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-II, but after scrutiny of Part-I, 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.



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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.

3. **VALIDITY OF OFFERS:**

The offers shall valid for 60 days from the date of opening of the techno-commercial (Part-1) of the tender. In case of extension of tender opening date, the validity shall be deemed to be suitably revised.

4. **SCOPE OF SUPPLY:**

Material shall be supplied as per the purchase specifications mentioned in the enquiry to the latest applicable revision/ drawing.

5. **DELIVERY SCHEDULE:**

Supplies shall be affected and completed as per schedule mentioned in the POs. **Supplies shall commence from two months and to be completed within sixteen weeks period from placement 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 PO/schedule requested.

6. **REPLACEMENT OF REJECTION:**

If the material is rejected due to defective workmanship during inspection or at the time of actual use, 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.

7. **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.

8. **TERMS OF PAYMENT:**

- a) Due payment against supplies received shall be made within 30-45 days of receipt and clearance of material and receipt of below mentioned dispatch documents.
- b) 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.
- c) BHEL releases the payment through eft mode, to make the payment realization faster. It is advised to suppliers to submit details, if already not submitted.



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- 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/Guarantee Certificates.
 - d) Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.
 - e) **It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.**
 - f) **BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.**
9. **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/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.
 - b. Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.
 - c. Material Test Certificates (MTC) and Compliance/Guarantee Certificate are to be provided along with the supplies.
 - d. Latest applicable revisions of standards/procedures to be referred.
 - e. Any inspection carried out before supply by vendor/incoming stage at BHEL not withstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
10. **COUNTER OFFERS**

BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable. BHEL give counter offers to vendors other than L1, in order to have broader vendors base for ensuring timely delivery.
11. **LOADING:**

Tender shall be divided between L1 and L2 in the ratio of 70:30 subject to:
L2 acceptance of L1 rates.
This ratio can be altered in case of any failure on part of L1 regarding delivery commitment/quality of material.
If L2 does not accept the counter offer, L3/ and so on shall be contacted.
12. **GUARANTEE:**

Vendor shall give a guarantee of 18 months from the date of dispatch or 12 months from the date of put to use whichever is earlier against any manufacturing defects.
13. **Penalty for delay in delivery of material:**

'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 clause will be applicable for delayed supplies @ 0.5% per week or part thereof subject to a maximum of 5.0 %.
14. **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



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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.

15. **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.

16. **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.

17. **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.

18. **JURISDICTION:**

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.

19. **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

20. **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.



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21. **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.

20. **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 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) 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.

21. **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

22. **REVERSE AUCTION:**

BHEL reserves the option to either finalize the tender by opening sealed price bids (Part-II) submitted with the offer on a specified date and time in the presence of bidders, who may like to be; or carrying out live reverse auction on-line. In case of reverse auction, adequate infrastructure like internet connection, uninterrupted power supply, printer, fax machine etc. will have to be arranged by bidder. BHEL will engage a service provider who shall interact, educate, guide and coordinate with bidder for reserve auction. Date and time of reverse auction shall be informed.

Information and general terms and conditions governing RA are given below.

GENERAL TERMS AND CONDITIONS OF RA:

Against this enquiry for the subject item with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, and Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.



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8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction.

SPECIAL CONDITIONS OF ENQUIRY:

- a) BHEL reserves the right to increase / decrease the enquired quantities or to delete the enquired quantities for any of the items.
- b) Every dispatch of material shall accompany the packing list, detailing the Numbers of item with specifications. An advance copy of dispatch details shall be furnished to Purchase/BHEL/IVP.
- c) Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
- d) Products with I.S.I. certification marks will be preferred.

The materials are to be dispatched with proper packing and binding.

Authorized Signatory
BHEL, IVP, Goindwal



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BHARAT HEAVY ELECTRICALS LTD IVP, GOINDWAL SAHIB UN PRICE BID FORMAT , due date 10.05.2012						
Annexure to Enquiry No. 1213-020 Dt 25.04.2012						
Material : Electric Motors for wall blowers						
S.No.	Matl Code	Desc	TDC	DRG	Qty (no.)	Unit rates, FOR Goindwal Sahib
						In Fig. In Words
10	962720020000	MOTOR 0.56 KW CL B	TS6:019/11	4-20-201-00303/02	500	Please see price bid
20	962720710000	MOTOR 0.09 KW CLF	TS6:019/11	4-20-201-00303/02	500	Please see price bid
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 60 days validity is required)						
Delivery terms (FOR Goindwal Sahib)						
We accept all terms and conditions of the Tender Enquiry No. 1:1213-020 Dt 25.04.2012						
Authorized signatory with seal						

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<p align="center">BHARAT HEAVY ELECTRICALS LTD IVP, GOINDWAL SAHIB PRICE BID FORMAT Annexure to Enquiry No. 1213-020 Dt 25.04.2012 , due date 10.05.2012 Material : Electric Motors for wall blowers</p>								
S.No.	Matl Code	Desc	TDC	DRG	Qty (no.)	Unit rates, FOR Goindwal Sahib		
						In Fig.	In Words	
10	962720020000	MOTOR 0.56 KW CL B	TSB:019/11	4-20-201-00303/02	500			
20	962720710000	MOTOR 0.09 KW CL F	TSB:019/11	4-20-201-00303/02	500			
Authorised signatory with seal								