

**TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1112-177 Dated 13.01.2012 Due date of
Opening 27.01.2012)
Item: Oil Seals & O Rings**

Bidders should primarily be engaged in manufacturing/supplying of Oil Seals and O Rings. **Stockists, dealers will have to submit authorization certificate from their manufacturers’.**

COMMERCIAL TERMS

C1 Inviting Quotations:

Sealed tenders in two parts; Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited for supply of Oil Seals & O Rings as per BHEL requirement. The relevant documents are attached with the Enquiry.

The two bids should be submitted in **separate sealed inner envelopes** duly mentioning the detail as follows:

Bid	Description	Superscription on envelope
Part-I	Techno-Commercial bid in response to tender enquiry no. 1112-177 Dated: 13.01.2012	PART-I “Techno-Commercial Bid” Tender Enquiry no. 1112-177 Dated: 13.01.2012 Due date of opening: 27.01.2012 Sender: Name of the bidder
Part-II	Price bid in response to tender enquiry no. 1112-177 Dated: 13.01.2012	PART-II “Price Bid” Tender Enquiry no: 1112-177 Dated: 13.01.2012 Sender: Name of the bidder (In price bid nothing is considered except price of item)

All the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No. 1112-177 Dt 13.01.2012, Item: “Oil Seals & O Rings” ; Due date of opening 27.01.2012 **Time of submission by 1500 Hrs. Time of opening 1530 Hrs on 27.01.2012.**

Part-I: 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.

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 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 1700 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.

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.

C2 Part II: Price Bids:

Price quotation format is given as Enquiry Annexure detailing all the items, item description, tender qty, **qty for which quoted, price columns and other details.**

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

C3 Validity of offers:

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

C4 Terms of payment:

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

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.

C4.4 BHEL releases payment through EFT mode. Vendor can provide the necessary details by obtaining format before release of payment while supplying the material.

C5 **Delivery schedule:**

Sequence of delivery shall be indicated by BHEL while placing the orders/through other communications. **Delivery of 1500 Nos shall be completed in first month and balance qty in next month from date of PO.** Vendor shall be required to complete the order as per schedule. Reasonable time shall be given to effect changes according to BHEL priorities. Further, PO shall be completed within two months of release.

C6 **Quantity:**

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

C7 **Loading:**

BHEL reserves the right to negotiate with L1 vendor and split the tender among bidders to meet its requirement. BHEL reserves the right to give counter-offer to L2 vendor. L1 vendor shall be given 70% of total load. And L2 bidder shall be given 30 % of total load, if L2 bidder accepts L1 Rate. Counter offer is limited to L2 bidder only.

BHEL reserves the right of not giving counter-offer to highest bidder.

BHEL reserves the right to cancel/ refloat the tender, if the prices are abnormally higher than estimates.

C8 **Risk Purchase**

BHEL shall be entitled to terminate the contract with any vendor and to purchase elsewhere at the risk and cost of the vendor, either the whole or part thereof which the supplier has failed to deliver within the time stipulated as aforesaid. Vendor shall be liable for the losses, which BHEL may sustain by way of such risk purchase in addition to aforesaid penalty for delayed delivery. Purchases made from any other vendor at its quoted rates shall be made and the difference of rates of defaulter vendor and new vendor shall be deducted from running bills of the vendor who has failed to deliver.

C11 **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. Liquidated damages clause will be applicable for delayed supplies @ 0.5% per week or part thereof subject to a maximum of 5%. Once the delivery period mentioned has expired, and BHEL may or may not take the delivery of item.

C12 **Sub-Contract:**

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

C13 **Force Majeure:**

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events") then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

C14 **Arbitration:**

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules thereunder shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

C15 **Jurisdiction:**

The court of the place from where the purchase order is issued shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

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 **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 gss@bheliivp.in or manmeet@bheliivp.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.

TECHNICAL TERMS:

T1 Scope of Supply:

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC), drawings, material standards, Quality Plan and other special requirement as given in the Purchase Order. International material standards shall have to be arranged by supplier. BHEL generated documents shall be provided by BHEL. TDCs, TSBs, Quality Plan & drawings are attached.

T2 Inspection:

- T2.1 All components will be subject to inspection either at vendors' works by BHEL or any third party inspection agency nominated by BHEL or on receipt at our stores.
- T2.2 Vendor shall give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.
- T2.3 Material Test Certificate of raw material, Compliance certificate and dimension reports alongwith Inspection clearance reports of inspection agency (incase PDI has been conducted) are to be provided along with the supplies.
- T2.4 Guarantee certificate for 18 months from supply or 12 months from put-to-use shall be submitted.

T3 Replacement of Rejected components:

Notwithstanding earlier inspection, if any item is found defective (not meeting dimensions/matl specifications/TDC requirement) and is not acceptable or repairable shall be intimated through Rejection Memo or similar communication from BHEL. Same shall have to be lifted by supplier from BHEL Stores within 60 days at their own risk and cost. If the material is not lifted within 60 days, BHEL will not be responsible for any loss/demurrage. BHEL reserves the discretion to levy storage charges for material not lifted within the reasonable period.

The supplier shall arrange to replace the rejected items/material immediately on receipt of rejection memo. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. Necessary deductions on account of such rejections shall be made from supplier's bills if replacement is not commenced within required period.

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

S. No.	Document		Status
1	Envelope should contain (1) Techno-Commercial bid (2) Unpriced bid (item prices not to be mentioned)	Sealed envelope marked as Part-I "Pre-Qualification & Techno-Commercial Bids"	Yes, Sealed
2.	Price Bid sealed in separate envelope superscribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-II "Price Bid"	Yes, sealed
4.	All two sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date		Yes