

Item: Metallic End Covers for Valves

PRE-QUALIFICATION TERMS

- P1 Bidders should have experience in fabrication/sheet metal work with capability to do cutting, bending, welding etc. as required for jobs under enquiry. Bidders should be original fabricator, who himself is engaged in fabrication jobs. Offers from traders shall not be accepted.

Bidder 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 subcontract(s). 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 bidder liable to be dis-qualified.

- P2 **Bidders, who are not currently on registered list of BHEL IVP Goindwal Sahib, need to 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@ivp.bhel.co.in or vishal@ivp.bhel.co.in . 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 alongwith photocopy of latest POs from BHEL unit.

- P3 A copy of **pre-qualification details** only, i.e. **"Filled Vendor evaluation form only"** can be submitted even before due date of opening for evaluation planning of BHEL.

P4

P4(i) **An amount of Rs. 30,000/- as Earnest Money (EMD) shall be deposited** by way of DD in favour of BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB payable at Goindwal Sahib only.

P4(ii) Only Central/State PSUs/vendors registered with BHEL IVP Goindwal Sahib/vendors registered with other BHEL units having orders valuing Rs. 5.00 Lacs or more on hand are exempted from EMD, for which relevant documentary proof has to be submitted in the envelop of EMD.

P4(iii) EMD shall be forfeited if after opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted prices.

P4(iv) EMD shall be forfeited if the bidder does not commence the work within the period as per LOI/PO.

P4(v) EMD submitted by all unsuccessful bidders shall be refunded normally within 20 days of finalising the ordering.

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P4(vi) EMD shall not carry any interest.

P4(vii) EMD amount (without any interest) shall be adjusted against security deposit SD/returned after receipt of security deposit(SD).

P5 IF THE OFFER IS NOT ACCOMPANIED WITH ACCEPTANCE OF TERMS AND CONDITIONS, IT SHALL BE CONCLUDED THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE. FURTHER INTERPRETATION AND EVALUATION SHALL BE DONE ACCORDINGLY AND NO CLAIM WHATSOEVER SHALL BE ENTERTAINED LATERON.

COMMERCIAL TERMS

C1 Inviting Quotations:

Tenders in three part bids are invited.

Sealed tenders in three parts; Part-I: EMD, Part II: Techno-commercial bid and Part-III: Price bid are hereby invited from reputed suppliers for manufacturing and supply of Weld neck End Covers made from sheet as per IS 1079 Gr. St 34(BMC 10) (or as mentioned in drawing) for covering ends of industrial valves as per applicable specifications and Drawings provided by BHEL. The relevant documents are attached with the Enquiry.

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

Bid	Description	Superscription on envelope
Part-I	EMD envelop	EMD for tender enquiry no. dated
Part-II	Pre-qualification & Techno-Commercial Quotation in response to tender enquiry no. 89091 dated 03.01.2009	PART-I "Techno-Commercial Bid" Tender Enquiry no: 89091 Dated 03.01.2009 , Item: Metallic End Covers" Due date of opening: 23.02.2009 Sender:
Part-III	Price Quotation in response to tender enquiry no. 89091 dated 03.01.2009	PART-II "Price Bid" Tender Enquiry no: 89091 Dated 03.01.2009 Due date of opening: 23.02.2009 Sender:
PLEASE SEE AND FOLLOW THE CHECKLIST PROVIDED AT THE END		

All above sealed envelopes should be put in an **outer envelope clearly mentioning Tender Enquiry No. 89091 Dated 03.01.2009 , Item: Metallic End Covers" Due date of opening: 23.02.2009. Time of submission by 1030 Hrs. Time of opening 1100 Hrs on 23.02.2009.**

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 P4.

Part-II: Techno-Commercial bid should contain

- 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.

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, mentioning only the rates of excise duty, cess, CST/VAT and leaving blank the price column.

Sealed quotations shall reach by 1030 Hrs on due date. Part-I shall be opened on due date at 1100 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.

C2 Part III: Price Bids:

Price quotation format is given as Enquiry Annexure detailing all the items, material code, item description, drg to be referred, 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 120 days of due date of opening. In case of extension of due date of opening, the offers validity shall be extended.

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

C4.1.1 Commercial invoice (in duplicate).

C4.1.2 Original VAT invoice valid for claiming input tax credit.

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C4.1.3 Compliance Certificate & Inspection clearance certificate released at the time of Pre-Despatch inspection at vendor's works.

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

C5 Security Deposit:

Vendors getting orders upto Rs. 10.00 Lakhs shall have to deposit an amount of Rs. 20,000/- as one time security deposit (SD) on receipt of PO. Vendors getting orders equal to or more than Rs. 10.00 Lakhs shall have to deposit an amount equal to 2% of order value as security deposit. SD shall be deposited by way of DD in favour of BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB payable at Goindwal Sahib only.

Interest free Security Deposit (full or partial after deduction of any amount chargeable from vendor) shall be refunded after depositing relevant documentary proof of completion of order(s) against this tender.

C6 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 as per schedule. Reasonable time shall be given to effect changes according to BHEL priorities. Further, supplies shall commence within 30 days of release of PO and PO shall be completed within four months of release.

C7 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.

C8 Quantity:

Quantity mentioned in the annexure can vary by 25%. Initial POs shall be released based on the quantity indicated. BHEL may decide to increase or decrease the quantity by 25% or change the mix of items according to our requirement. In any case, prior intimation shall be give sufficiently in advance. Quantity variation from

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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.

C9 Loading:

If L1 vendor is a new vendor, a development PO for 25% of quantity shall be ordered on it at first instance, which shall have to be started within one month. On successful completion, further loading shall be decided.

BHEL reserves the right to cancel/refloat the tender, if the prices are abnormally higher than estimates. Further, BHEL reserve the right to negotiate with L1 vendor and split the tender among bidders to meet its requirement. If registered vendor is L1, it shall be given minimum of 60% of quantity indicated or its capacity.

BHEL reserves the right to give counter-offer to any number of vendors. Loading beyond L1's capacity (or BHEL discretion beyond 60%, as the case may be) shall be done on L2, if it accepts counter-offers. If L2 is not able to take balance load (criteria: minimum of 30% and its capacity), L3 shall be contacted. If L2 does not accepts counter-offer, L3 shall be automatically contacted for next loading reserved for L2 and so on.

If L1 is not registered vendor with IVP BHEL, loading shall be minimum of 50% and its capacity after acceptance of items through development orders. In that case, loading on L2 can be upto 40% and so on. BHEL reserves the discretion of not giving counter-offer to highest bidder.

C10 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 Liquidated Damages

'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.

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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.

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TECHNICAL TERMS:

T1 Scope of Supply:

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC), drawing and other special requirement as given in the Purchase Order.

T2 Applicable Technical Delivery Conditions:

All end covers are to be supplied as per enclosed drawings. The material used shall meet the specification of IS mentioned. Drawings for all items are also enclosed.

T3 Inspection:

T3.1 All the end covers will be subject to inspection either at vendors' works by BHEL or any third party inspection agency nominated by BHEL or on receipt of covers at our stores.

T3.2 Vendor shall give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.

T3.3 Compliance Certificates of material and dimensions alongwith Inspection clearance reports of inspection agency (incase PDI has been conducted) are to be provided along with the supplies.

T3.4 Guarantee certificate for 18 months from supply or 12 months from put-to-use shall be submitted.

T4 Replacement of Rejected covers:

Notwithstanding earlier inspection based on sample inspection plan, if any item is found defective and is not acceptable or repairable shall be intimated through Rejection Memo or similar communication from BHEL and 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 one month of intimation.

T5 Marking and certificates:

Marking shall be as per drawing. Good stencil and ink/paint shall be used.

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

S. No.	Document		Status
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, i.e. either of</p> <p>(A) Duly filled "Vendor registration form" [Registration form and any help in filling the same can also be asked from gss@ivp.bhel.co.in or vishal@ivp.bhel.co.in] 01859-223346</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>Alongwith any of above documents, clear undertaking of operations intended to be out-sourced, (refer para P1)</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 and latest PO copies attached.</p> <p>2. Other details attached.</p>
	(2) Techno-Commercial bid		
	(3) Unpriced bid (item prices not to be mentioned)		
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