



Bharat Heavy Electricals Limited

**Industrial Valve Plant, BHEL,
#433, Industrial Complex,
Goindwal Sahib, Distt. Tarn Taran,
Punjab-143422.**

**Material Management Department,
Tel. no. +91-01859-224628 / 630
Email ID: sbansal@bhel.in, kjs@bhel.in**

Tender Enquiry no. 2021-007 dated 28.05.2020
For
Procurement of Hydraulic Hand Operated Pallet Truck
(Capacity- 2.5 Ton)

Ref: Enquiry no. 2021-007 dated 28.05.2020

BHEL IVP Goindwal Sahib intends to procure **Hydraulic Hand Operated Pallet Truck (Capacity- 2.5 Ton)** in accordance with specification and applicable details as per enclosed tender documents. Details are mentioned in Enquiry cum Offer & Technical Specifications.

We would request you to go through all the attached documents and quote in line with attached tender documents (refer attached Index). Please submit the offer on or before tender due date & time.

Bids in Physical form sent through Fax / E-mail / Courier / Post will be acceptable.

Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents for bidding and not to stipulate any deviations / exceptions.

Thanking You,

**For & on Behalf of
BHEL IVP Goindwal Sahib**

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Tender documents contain following:

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NOTICE FOR INVITING TENDER [NIT]

BHEL IVP Goindwal Sahib hereby invites sealed quotations in two parts; Part-I (Techno-commercial bid) and Part-II (Price bid) for 'Procurement of Hydraulic Hand Operated Pallet Truck (Capacity- 2.5 Ton)' from eligible bidders as per tender enquiry & following details:

Tender enquiry no.	2021-007
Enquiry date	28.05.2020
Last time and date of tender submission	1500 Hrs 18.06.2020
Tender opening time and date	1530 Hrs 18.06.2020
Quotation Parts	Two-part Bid
Item Description	Hydraulic Hand Operated Pallet Truck (Capacity- 2.5 Ton)
Quantity	02 Nos.
Supply Delivery Period	60 days from date of PO / LOI
Validity of Offer	60 days form tender opening date
Counter-offer	Not applicable

Quotation Submission:

The two bids should be submitted in separate sealed inner envelops during mentioning the details as following:

Bid	Bid description	Superscribing on envelope	*** Should contain ***
Part-I in First sealed envelope	Techno-Commercial Offer	Part-I (Techno-Commercial) bid against tender Enquiry No: 2021-007 dated 28.05.2020 Due date 18.06.2020	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. Duly filled Annexure-B: Pre-Qualification Criteria 3. Duly filled Annexure-D: Technical Specifications 4. Duly filled Annexure-E: Commercial Terms And Conditions Confirmation Sheet 5. Duly filled Annexure-F: Unpriced Bid format. All details, i.e. whether quoted for item, duties and taxes etc. should be filled.
Part-II in Second sealed envelope	Price Bid	Part-II (Price) bid against tender Enquiry No: 2021-007 dated 28.05.2020	Duly filled Annexure-G : Price Bid Format Note: Anything other than prices mentioned in the price bid shall be considered invalid & in no case will be accepted.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing all details i.e. Enquiry Number, Date, Bidder's Name and Address and Item.

The above offer should reach this office on or before the due date by 1500 Hrs. (IST). Tenders received after 1500 Hrs. (IST) will not be considered for evaluation.

PRE-QUALIFICATION CRITERIA

The bidder/vendor has to compulsorily meet the following requirement to get qualified for submitting an offer:

Sl. no.	Qualifying Criteria	Bidder's Offer
1.1	Bidder must be the Original Equipment Manufacturer.	
1.2	Only those vendors who have supplied at least one hydraulic hand pallet truck of capacity-2.5 Ton or above in the past five years (on the date of opening of tender) shall quote. PO & LR copy required as proof of supply.	

***For Startups:** Pre-Qualification terms (Clause no. 1.2) shall not be applicable to Start-Up Firms. These relaxations and exemptions are in line with D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, bidder has to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

TENDER TERMS & CONDITIONS

G1. INSTRUCTION TO BIDDER

Quotations shall be submitted before due date and time. Late offers are liable to be rejected, so please ensure to submit bid well within due date and time. Techno-commercial part will be opened on due date.

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 not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids by email/fax/post/courier system generated email.

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. Fax (01859-222061) / E-Mail (tendermm_ivp@bhel.in) offers received in time shall be considered only when such offers are complete in all respects. In case of bulky tender please handover quotation to Sh Rakesh Kumar/ SDGM/Head-MM [Contact: 01859 224 615]. Bid can be sent to following address:

**BHEL, Industrial Valve Plant,
#433, Industrial Complex,
Goindwal Sahib, Distt. Tarn Taran,
Punjab-143422.**

G2. OTHER IMPORTANT INFORMATION

1. Before sending/uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
2. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
3. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors. In the event of more than one vendor becoming L1 for the item, the enquiry quantity will be shared equally among all the L1 vendors.
4. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, **L1** price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.
5. **If supplier is mentioning delivery destination within state/ outside state depending upon his location of factory, Free On Road etc these are assumed as on FOR Goindwal. If supplier is wishing to give delivery on Ex works basis, then he has to clearly mention about it.**

G3. PRICE BASIS

- a. Order of enquiry item sl. no. shall be maintained in the quotation.
- b. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
- c. Rates quoted should be F.O.R Goindwal basis. If bidder has quoted Ex Works, loading shall be done as per BHEL discretion for tender evaluation.

Variation in GST or any other statutory levies during contractual delivery period shall be to BHEL's account

G4. VALIDITY OF OFFERS

The offers shall be kept open for acceptance 'for number of days mentioned in NIT from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

G5. SCOPE OF SUPPLY

'Procurement of Hydraulic Hand Operated Pallet Truck (Capacity- 2.5 Ton) is to be supplied against this tender as mentioned below:

Sl. No.	Item Description	Quantity, nos.	Technical specification
01	Hydraulic Hand Operated Pallet Truck (Capacity- 2.5 Ton)	02	As per attached Annexure-D

G6. REPLACEMENT OF REJECTION

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 G15), 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.

Lifting of rejected material is under Supplier's scope. BHEL will inform related invoice, qty etc to supplier. Supplier is expected to give the plan to lift and advance intimation when visiting to lift the material. Material should be lifted within one month from date of intimation. After one month BHEL will not be responsible for rejected material. BHEL may decide to send the rejected material on to Pay basis to supplier. Any leniency/ unresponsiveness/delay on part of supplier may lead to appropriate action by BHEL. Any request to postpone in written may be considered but replacement should not be linked with lifting of material.

G7. SUPPLIED MATERIAL ADJUSTMENT

Item/s pending in previous PO has to be billed in previous PO only. Otherwise BHEL will be free to adjust the supplies in previous PO. Any implication of tax will be on supplier's account. For this it is desirable to reconcile the pending PO statement every month/frequently. BHEL will give pending PO statement every month. This can also be viewed at Portal (<http://vis.bheltry.co.in/mm/index.jsp>).

G8. DELIVERY SCHEDULE

Delivery schedule is 60 days from placement of PO/LOI. Bidders are required to give the consent for the same..

G9. 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.

G10. TERMS OF PAYMENT

- 100% payment, within 45 to 90 days, After successful commissioning & acceptance of equipment at BHEL, Goindwal, Punjab.

• or

- 80% payment of Supply value shall be made within 45 days from the date of receipt & acceptance of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for two months beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format.

NOTE: In case of any deviation from standard payment term mentioned above, BHEL at it's discretion may load on the item price at Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening (Part-I bid in case of two part bid) + 6%, for the amount & period of relaxation sought by bidder.

G11. AVAILING INPUT TAX CREDIT (ITC) BY BHEL

1. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
2. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-I and after GST thereon has been paid by him at the time of filing of monthly Return.
3. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
4. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

G12. LIABILITY UNDER REVERSE CHARGE (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

G13. PACKING

The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.

G14. INSPECTION

- a. All required tests as called in referred material standard/BHEL/TDC/drawing etc shall be carried out by vendor at no extra cost. **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. Third party inspection charges will be borne by BHEL. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.
- c. **Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.**

- d. Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.
- e. Latest applicable revisions of standards/procedures to be referred. International/National standards are to be arranged by vendor.
- f. 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.
- g. Necessary tooling including thread gauges etc. have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.
- h. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

G15. PREFERENCES FOR MSE's

MSE suppliers can avail the intended benefits only if they submit along with the offer UAM (Udyog Aadhaar Memorandum), attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Payment for MSE indigenous suppliers will be made as per MSMED Act, 2006.

G16. WARRANTEE

Vendors shall provide a warantee of machine performance for 12 months from the date of receipt of the equipment at BHEL Goindwal and shall provide spares and services during warranty period to maintain the machine in working condition.

Offers from vendors not accepting to the requested guarantee period are liable for rejection.

G17. PENALTY FOR LATE DELIVERY

Delivery terms mentioned in the PO/LOI shall be adhered to. Penalty on delay in 'Supply' will be applicable to the delays attributed to vendor.

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value subject to a maximum of 10% of total PO value.

If any vendor does not accept PLD **½% of the supply for each week of delay subject to a maximum of 5%**, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However, bidders who offer any other % PLD [between 5% to 10%] shall be

loaded @ % deviation from 10% and their accepted %. e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% ($10 - 7 = 3$). As regards LD, the delivery date (FOR dispatching station) shall be considered.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL.

G18. RISK PURCHASE

If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.

G19. 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.

G20. 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.

G21. 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.

G22. 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.

G23. CLARIFICATIONS

The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement 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.

G24. 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.

G25. WORDS AND FIGURES

- a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity}, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e. Bids should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.
- f. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

G26. 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.
- f. BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
- g. BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.

- h. After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
- i. Any term is special tender terms and conditions will supersede the GCC.
- j. BHEL reserves the right to negotiate with L1 bidder/s.

G27. BANNED FIRMS

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage in the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

G28. FRAUD PREVENTION POLICY

The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

G29. REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

G30. SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions”

G31. PREFERENCE TO MAKE IN INDIA

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT before finalization of contract/PO/WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

TECHNICAL SPECIFICATION

Brief technical specifications for Hydraulic Hand Operated Pallet Truck (Capacity- 2.5 Ton) at BHEL IVP Goindwal Sahib

Sl. no.	Description (BHEL requirement, vendor to confirm)	Vendor Offer	Deviations (If any)
1	Load Capacity - (minimum) 2.5 Ton		
2	Minimum Fork Length (in mm) - 1150		
3	Minimum Fork Dimension: Width x Height (in mm) - 150 x 50		
4	Minimum Overall Width (in mm) - 550		
5	Minimum Lift height from ground (in mm) - 195		
6	Distance between fork (not more than) - 385 mm		
7	Lowered height (no less than) - 80mm from ground		
8	Steering Wheel- Material: Nylon, Dia. 180mm x 50mm with ball bearings		
9	Load Roller Double Wheel for both forks- Material: Nylon, Dia. 80mm x 70mm with double ball bearings		
10	Leak proof Hydraulic Pump with hard chrome plated piston (for Heavy Duty Application) with overload valve to be provided with suitable handle for up/down movement of forks I.e with three-position control lever.		
11	Release mechanism for forks- both through hand control lever & foot lever.		
12	Body Structure material- High grade Mild Steel sheet of minimum 4 mm thickness.		
13	High strength suitably reinforced one piece forks with tapered ends.		
14	Paint Detail- one layer coat of primer & two layers coat of stoving enamel paint		

Documentation:-

Two copies of documentation containing the basic drawing of pallet truck, component/spare-part details & O&M manual to be provided with supply.

ACCEPTANCE: (Tests / Activities to be Performed by Vendor)

1. Load Testing, dimension check and specifications compliance will be witnessed by BHEL representative at supplier's works before dispatch. Pre-dispatch inspection call to be raised by vendor for above inspection work.
2. Load Test certificates, specification compliance report and Demonstration of all features of the pallet truck shall be checked and verified at the time of supply at BHEL works.

COMMERCIAL TERMS AND CONDITIONS CONFIRMATION SHEET

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this Compliance Form is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, the offer is liable for rejection)

Please note that the conditions indicated in the commercial terms and conditions applicable for the tender are applicable only to the extent they are not superseded by the following conditions

Description of the item: Procurement of Hydraulic Hand Operated Pallet Truck (Capacity- 2.5 Ton)

BHEL tender no. & Date: 2021-007 dated 28.05.2020

Sl. no.	Description	Vendor's confirmation
1.0	Price Bid: Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part I. Techno-commercial bid alone without the Price Bid would be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects. The bidder has to quote charges for 'Supply' and 'Erection & Commissioning' separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL). In case the Enquiry contains more than one line item, then the price bid shall be submitted in separate sealed envelope for each individual line item.	
2.0	Validity: Validity of the offer should be 60 days from the date of tender opening.	
3.0	Payment terms: a. 100% payment, within 45 to 90 days, After successful commissioning & acceptance of equipment at BHEL, Goindwal, Punjab. or b. 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for two months beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. NOTE: In case of any deviation from standard payment term mentioned above, BHEL at it's discretion may load on the item price at Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening (Part-I bid in case of two part bid) + 6%, for the amount & period of relaxation sought by bidder.	Vendor has to mention which payment term is accepted by him (a) or (b).
5.0	Currency of payment: The currency shall be Indian Rupees.	
6.0	Taxes & Duties: a. Documents to be submitted (if applicable) i. Tax invoice (Invoice shall be GST compliant and should contains	

Sl. no.	Description	Vendor's confirmation
	all the required information such as GST No, HSN code etc.) ii. Transporter copy along with material/consignment. iii. Material Test Certificates (MTC) and iv. Compliance Certificate. b. GST registration number is to be submitted by qualified vendor as per GST law. c. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs. d. BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment. e. Conditions relating to release of GST portion: Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following: The reimbursement of GST portion of invoice shall be released only upon: - 1. vendor declaring such invoice in his GSTR-1 and 2. receipt of goods and Tax invoice by BHEL and 3. Confirmation of payment of GST thereon by vendor on GSTN portal. 4. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. - In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL. - In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor alongwith interest levied / leviable on BHEL.	
7.0	Delivery Period: Delivery Period required by BHEL is 60 days.	
8.0	LIQUIDATED DAMAGES (LD): Delivery terms mentioned in the PO/LOI shall be adhered to. Penalty on delay in 'Supply' will be applicable to the delays attributed to vendor. The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).	

Sl. no.	Description	Vendor's confirmation
	If any vendor does not accept PLD ½% of the supply and E&C separately for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However, bidders who offer any other % PLD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %. e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3). As regards LD, the delivery date (FOR dispatching station) shall be considered. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him. For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.	
9.0	SHORT SUPPLY / WARRANTY REPLACEMENT: In case, any shortage is noticed viz-a-viz PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.	
10.0	Risk purchase: If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.	
11.0	Guarantee / Warranty: Vendors shall provide a warrantee of performance for atleast 12 months from the date of supply of the equipment at BHEL Goindwal and shall provide spares and services during warranty period to maintain the machine in working condition. Offers from vendors not accepting to the requested warrantee period are liable for rejection.	
12.0	Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
	Name:	
	Designation:	
	Email ID:	
	Phone No.:	
	Mobile No.	
	Fax No.:	

Sl. no.	Description	Vendor's confirmation
	Address:	
13.0	Terms of Delivery: FOR, BHEL, Stores Industrial Valves Plant 433, Industrial Complex Goindwal – 143 422 District: Tarn Taran (Punjab), India	
14.0	Weight: Approximate Net weight of the total consignment Approximate Gross weight of the total consignment	

BHARAT HEAVY ELECTRICALS LTD
Industrial Valves Plant, Goindwal
MM Department

ANNEXURE - F

Reference: Tender enquiry no. 2021-007 dated: 28.05.2020.

Unpriced Bid

SL. NO.	Description	Total Qty	Unit	Rate for 01 Hydraulic Hand Operated Pallet Truck in Rs.
1	Hydraulic Hand Operated Pallet Truck, Capacity – 2.5 Ton	2	No.	Quoted / Not Quoted
				Taxes (If any):

Note: **Specify all applicable taxes here. Only percentages to be specified.**

Declaration:

- I/We understand all terms and conditions of tender and agree to abide by the same.

(Signature and Seal)
Authorized Signatory

BHARAT HEAVY ELECTRICALS LTD
Industrial Valves Plant, Goindwal
MM Department

ANNEXURE - G

Reference: Tender enquiry no. 2021-007 dated: 28.05.2020.

Price Bid

SL. NO.	Description	Total Qty	Unit	Rate for 01 Hydraulic Hand Operated Pallet Truck in Rs.
1	Hydraulic Hand Operated Pallet Truck, Capacity – 2.5 Ton	2	No.	In Figures:
				In Words:

Declaration:

- I/We understand all terms and conditions of tender and agree to abide by the same.

(Signature and Seal)
Authorized Signatory