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BHEL GOINDWAL

TERMS AND CONDITIONS FOR

(Tender Enquiry No. 1213-007 Dated 09.04.2012 Due date of opening 05.05.2012) Item: Fabricated Steel Boxes

PRE-QUALIFICATION TERMS

- P1 Bidders should primarily be engaged in steel boxes/crates manufacturing/steel items. 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 prequalification bid, BHEL may decide to visit the bidder(s) works. Any fact found deviating from bids during evaluation shall make the bidder liable to be dis-qualified.
- Bidders, who are not currently on registered list of BHEL IVP Goindwal Sahib, need to submit duly filled format for "Vendor Registration form" along with MSE or MSME certificates. This duly filled form can be submitted separately/immediately without waiting for the tender opening. If submitted separately, in the tender documents pl. mention that form has already been submitted with reference no. This will enable BHEL to evaluate the form and help in finalising the tender at the earliest. The form can be downloaded from our website www.bhel.com or can be requested at gss@ivp.bhel.in or vishal@ivp.bhel.in

Registered vendors with BHEL IVP Goindwal have to mention their vendor code. Registered vendors with any other unit of BHEL are also required mention the vendor code given by respective BHEL unit along with photocopy of latest POs from BHEL unit. Duly filled form can be submitted along with/separately, which is required for evaluation/records if the vendor gets order through this tender.

- P3 A copy of pre-qualification details can be submitted even before due date of opening for evaluation planning by BHEL.
- P4 (i) Bidders not registered with any unit of BHEL are required to deposit an amount of ₹ 50,000/- as Earnest Money (EMD) by way of DD in favour of BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB payable at Goindwal Sahib only. Central/State PSUs/State owned Corporations are exempted from EMD, for which relevant documentary proof has to be submitted in the envelop of EMD.
 - P4(ii) EMD shall be forfeited if after opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted prices.
 - P4(iii) EMD shall be forfeited if the bidder does not commence the work within the period as per LOI/PO.
 - P4(iv) EMD submitted by all unsuccessful bidders shall be refunded normally within 20 days of finalisation of Rate Contract with interested bidders.
 - P4(v) EMD shall not carry any interest.
 - P4(vi) EMD amount (without any interest) shall be adjusted against security deposit SD/returned after receipt of security deposit(SD) for successful bidder.
- 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 AND NO CLAIM WHATSOEVER SHALL BE ENTERTAINED LATERON.

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(Tender Enquiry No. 1213-007 Dated 09.04.2012 Due date of opening 05.05.2012) Item: Fabricated Steel Boxes

COMMERCIAL TERMS

C1 Inviting Quotations:

Tenders in three part bids are invited. Tender is for supply of 'Fabricated steel boxes' as per BHEL drawings and standards.

Sealed tenders in three parts; Part-I: EMD, Part II: Techno-commercial bid and Part-III: Price bid are hereby invited as per applicable specifications and Drawings provided by BHEL. The relevant documents are attached with the Enquiry.

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

Bid	Description	Superscription on envelope	Min documents to be submitted
Part-I	EMD envelop	EMD for tender enquiry No. 1213-007 Dated 09.04.2012	Draft payable at Goindwal Sahib/Proof of claiming exemption.
Part-II	Pre-qualification & Techno-Commercial bid in response to tender enquiry No.1213-007 Dated 09.04.2012	PART-I "Techno-Commercial Bid" Tender Enquiry No. 1213-007 Dated 09.04.2012 Due date of opening: 05.05.2012 Sender:	 Registration details/filled registration format Acceptance of all terms and conditions. Un-priced (Prices not filled) format showing taxes and duties structure.
Part- III	Price bid in response to tender enquiry No. 1213- 007 Dated 09.04.2012	PART-II "Price Bid" Tender Enquiry no. No. 1213- 007 Dated 09.04.2012 Due date of opening: 05.05.2012 Sender:	Price bid duly filled prices in words also alongwith same taxes and duties as mentioned in unpriced bid. In case of discrepancy between prices in fig and words, prices in words are final. Boxes prices in Rs. per box only.

All the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No., item description as "Fabricated Steel boxes" and due date of opening as 05.05.2012 time 1530 Hrs. on it.

Part-I: EMD should contain:

DD of requisite amount payable at Goindwal Sahib only **OR** if exemption is sought, proper documents as required and explained in Pre-qualification para P4.

Part-II: Techno-Commercial bid should contain

a) The details/data/ information/ supporting documents as per requirement of Pre-Qualification Bid.

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b) Acceptance of Techno-Commercial terms and conditions should be attached next. This can be attached either by signing each page of terms and conditions or a confirmation statement.

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 pre-qualification and/or techno-commercial offers, Price bids of bidders who qualify from pre-bid qualification and techno-commercial evaluation shall be opened. Date of opening of Price bid shall be informed to all successful bidders.

Part III: Price Bids:

Price quotation format shall be as attached.

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

C2 Validity of offers:

Offers shall be valid for <u>90 days</u> from due date of opening. In case of extension of due date of opening, the offers validity shall be extended accordingly.

C3 **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.

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(Tender Enquiry No. 1213-007 Dated 09.04.2012 Due date of opening 05.05.2012) <u>Item: Fabricated Steel Boxes</u>

- 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

C4 Security Deposit:

An amount equal <u>to 2% of basic value of each invoice</u> shall be deducted from running invoices. Interest free Security Deposit (full or partial after deduction of any amount chargeable from vendor) shall be refunded after completion of order(s) against this tender.

C5 **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 within three months from placement of PO.

50% of PO quantity to be completed in one and half month and rest 50% in next one and half month.

C6 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.

C7 Quantity:

Quantity mentioned in the annexure is indicative and can vary by 25%- item wise or full tender wise. BHEL may decide to increase or decrease the quantity by 25% or change the mix of items according to our requirement. Quantity variation from vendors' side is not allowed 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.

C8 Loading:

BHEL reserves the right to negotiate with L1 or re-float the tender in case the quoted prices are not acceptable. BHEL will give counter-offer to vendors other than L1, in order to have broader vendors base for ensuring timely delivery. Following directions shall be followed when allotting the tender quantities:

1. Tender quantity shall be divided in the proportion **60:20:20** (60% for L1, 20% for L2 and 20% for MSE's) in case the L1 vendor is not a MSE subject to following conditions:

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(Tender Enquiry No. 1213-007 Dated 09.04.2012 Due date of opening 05.05.2012) Item: Fabricated Steel Boxes

- I. L2 acceptance of L1 rates.
- II. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement at L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared equally.
- III. 20% from the 20% quantity (i.e. 4% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from other Micro and Small Enterprises.
- IV. In case any MSE vendor does not accept the counter offer, the above mentioned 20% quantity shall be offered to L2 subject to its acceptance to L1 price.
 - 2. In case if the L1 vendor is MSE then quantity shall be provided as 56 % and 40% in L1 and L2 vendor subject to acceptance to above mentioned provision no.(i). 4% tender quantity shall be offered to the MSEs owned by SC/ST's. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from L1 vendor.
 - This ratio can be altered in case of any failure on part of L1 regarding delivery commitment/quality of material. In case of non-acceptance of counter offer by L2 vendor whole quantity shall be given to L1 Vendor. All above mentioned preferences shall be given to MSEs and SC/STs only on the submission of documentary evidence.

C9 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.

C10 Liquidated Demages

'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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TERMS AND CONDITIONS FOR

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C11 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.

C₁₂ 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.

C₁₃ 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.\

C14 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.

C₁₅ MSME & MSE 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. 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. MSE's shall be given preferences as described in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" subject to the submission of proper documentary evidence (i.e. District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises) with quotation. "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" document can be downloaded from link

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http://dcmsme.gov.in/FinalPressorder.pdf and can also be collected from the office of Manager/MM IVP Goindwal.

C16 General:

- a) BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- b) BHEL reserves the right to accept or reject any part or whole of the tender by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
- c) BHEL reserves the right to short close the contract at any time. The quantity supplied or requirement intimated by BHEL will stand as it is, but contract may be close for further supplies, if no further requirement exists.
- d) Please submit acceptance of all techno-commercial terms along with quotation. If nothing is mentioned for any term, it shall be concluded that the same is acceptable.
- e) Performance of suppliers shall be monitored periodically by user department of BHEL.

C17 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.

C18 PREFERENCES FOR MSE'S:

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 4% from the above mentioned 20% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 4% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

All these preferences are applicable subject to the submission of applicable certificates (i.e. District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises).





(Tender Enquiry No. 1213-007 Dated 09.04.2012 Due date of opening 05.05.2012) **Item: Fabricated Steel Boxes**

TECHNICAL TERMS:

Scope of Supply: T1

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC), drawing and other special requirement as given in the Purchase Order. Material shall be supplied as per BHEL drawing No 3-GP-101-00004. Please refer document No. BHE: CP:03:179/01 for standards/specifications.

T2 **Applicable Technical Delivery Conditions:**

All boxes are to be supplied as per enclosed drawings. The material used shall meet the TDC requirement/Standard requirements as mentioned. Please refer document No. BHE:CP:03:179/01 for specifications.

T3 Inspection:

BHEL may decide to carry out the inspection of packing boxes/parts prior to despatch. Pl. give your inspection call on readiness of material. Compliance Certificates are to be provided along with the supplies clearly detailing out the description of materials used and their compliance to the relevant standards.

T4 Replacement/Repair of Rejected boxes:

If any box is found defective and is not acceptable, it shall be intimated through Rejection Memo or similar communication from BHEL and shall have to be repaired by supplier from BHEL at his own cost. BHEL reserves the discretion to levy storage charges for material not lifted within the reasonable period.

Marking and certificates: T5

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

One side:	Opposite Side:
CONSIGNEE :	
OA NO./WO NO.:	Box Supplier: Your Company Name
CASE NO. :	
NO. OF VALVES:	Box Type:
WEIGHT :	
FROM :BHEL-GOINDWAL-TARN TARAN	

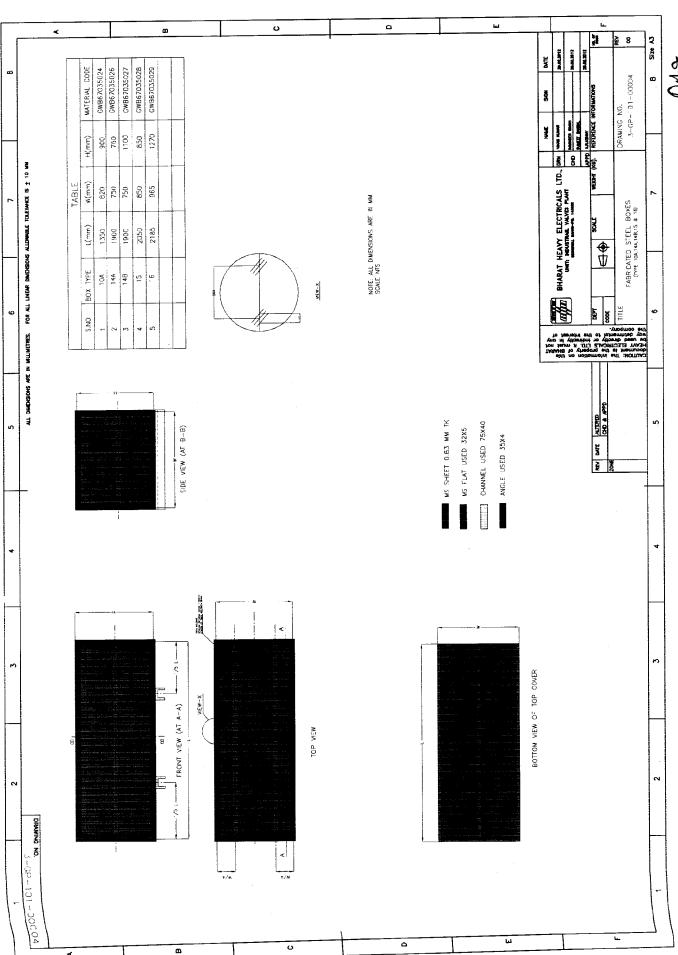


(Tender Enquiry No. 1213-007 Dated 09.04.2012 Due date of opening 05.05.2012) <u>Item: Fabricated Steel Boxes</u>

CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN THREE PARTS BIDS

S.No.	Document		Status [pl. check the
			following for ready ref]
1.	EMD envelope	Sealed envelope	DD submitted/ proof of
		marked as Part-I	claiming exemption
		"EMD envelope"	submitted
2.	Second envelope should contain		Yes
	(1) Pre-qualifying data, i.e. either of		1. Filled format attached/ BHEL IVP GWL Vendor
	(A) Duly filled "Vendor registration form"		code mentioned/BHEL unit
	[Registration form and any help in filling		registration certificate
	the same can also be asked from		copy and latest PO copies
	gss@ivp.bhel.in or vishal@ivp.bhel.in]		attached.
	01859-224615 along with MSE or MSME		
	certificates if any.		2. Other details attached.
	car amadaa a an y		3. Acceptance of techno-
	OR		commercial terms.
			4. Unpriced bid attached.
	(B) If existing vendor of BHEL IVP GWL,	Sealed envelope	1, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2,
	undertaking mentioning vendor code	marked as Part-II	Envelop sealed.
		"Pre-Qualification	
	OR	& Techno-	
		Commercial Bids"	
	(C) If vendor of any other unit of BHEL,	Commercial Dias	
	undertaking mentioning vendor code		
	supported by copies of registration		
	certificate and latest POs from BHEL unit.		
	Alongwith any of above documents, clear		
	undertaking of operations intended to be		
	out-sourced, (refer para P1)		
	(2) Techno-Commercial bid		
	(2) 122113 20111112		
	(3) Unpriced bid (item prices not to be		
	mentioned)		
3.	Price Bid sealed in separate envelope	Sealed envelope	Yes, sealed
-	superscribing tender enquiry detail, due	marked as Part-III	
	date of opening, sender address	"Price Bid"	
	All three sealed envelopes put is an outer e	nvelope	Yes
	mentioning all details like Enquiry no., desc		

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BHARAT HEAVY ELECTRICALS LTD IVP, GOINDWAL SAHIB **UNPRICE BID ANNEXURE**

Annexure to Enquiry No. 1213-007 Dt 09.04.2012 , Due Date 05.05.2012 Material : FABRICATED STEEL BOXES

S.No.	Matl Code	Box type	Drawing No	Qty (NO.)	Unit rates, FOR G	oindwal Sahib				
				In Fig.	In Words					
1	GWB67035027	Fabricated Metallic Box No.14B	"Please see ¡	orice bid"						
2	GWB67035028	Fabricated Metallic Box No.15	3-GP-101-00004	125	"Please see	orice bid"				
3	GWB67035029	Fabricated Metallic Box No.16	25	"Please see price bid"						
Excise D	Outy rate (mention i	n % if applicable, mention as NIL if not ap	plicable)		Pl. clearly n	nention				
Cess on	ED rate (mention i	n % if applicable)			Pl. clearly mention					
CST (%)	/ VAT (%)				Pl. clearly mention					
Validity	of offers (As per B	HEL terms 90 days validity is required)	Pl. clearly mention							
Delivery	terms (FOR Goind)	wal Sahib)			Pl. clearly mention					
We acc	cept all terms and	conditions of the Tender Enquiry No.								

Authorised signatory with seal

BHARAT HEAVY ELECTRICALS LTD IVP, GOINDWAL SAHIB PRICE BID ANNEXURE

Annexure to Enquiry No. 1213-007 Dt 09.04.2012 , Due Date 05.05.2012

Material: FABRICATED STEEL BOXES

S.No.	Matl Code	Desc	Drawing No	Qty (NO.)	Unit rates, FOR Goindwal Sahib						
					In Fig.	In Words					
1	GWB67035027	Fabricated Metallic Box No.14B	3-GP-101-00004	175	"to be filled by supplier"	"to be filled by supplier"					
2	GWB67035028	Fabricated Metallic Box No.15	3-GP-101-00004	125	"to be filled by supplier"	"to be filled by supplier"					
3	GWB67035029	Fabricated Metallic Box No.16	3-GP-101-00004	25	"to be filled by supplier"	"to be filled by supplier"					
xcise D	I Outy rate (mention in % if a	applicable, mention as NIL if not applicable)	Pl. clea	rly mention							
Cess on	ED rate (mention in % if a	applicable)	Pl. clearly mention								
CST (%)	/ VAT (%)				Pl. clea	rly mention					
Validity	of offers /As nor BUEL	torme 00 days validity is required)			DL alaa	rhy montion					

CST (%) / VAT (%)

Validity of offers (**As per BHEL terms 90 days validity is required**)

Delivery terms (FOR Goindwal Sahib)

We accept all terms and conditions of the Tender Enquiry No. 1213-007 dt 09.04.2012

Authorised signatory with seal