



TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-134 DATED 16.01.2013
PART I OPENING DATE 30.01.2013

Index of Tender document

Tender for Supply of Fire Extinguisher at following terms & conditions

Tender No./BHEL Enquiry Ref. No.	1213-134 Dated 16.01.2013
Last Date & Time for bids submission	30.01.2013 up to 1500 Hrs
Opening date & time for opening of Part-I	30.01.2013 at 1600 Hrs

INSTRUCTIONS TO THE BIDDERS:

1.0 QUOTATIONS

Sealed Quotations are invited for supplying of Fire Extinguisher to BHEL Goindwal Sahib.

Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Envelope I This sealed envelope should all the copies of commercial bid, technical bid together with un-priced commercial bid. This envelope should be clearly marked "**Part I - Technical and Un-priced commercial bid**", indicating Tender No., Due Date and Address & Reference of the Bidder.

Following sequence of documents is desirable:

- 1) Introductory/Covering/Reference letter
- 2) Checklist duly ticked
- 3) List of documents attached
- 4) List-cum-summary of deviations of commercial terms
- 5) Qualifying Criteria (PART-A).
- 6) BHEL commercial terms [Annexure I; format duly filled with remarks to interpret clearly the intended submission.
- 7) BHEL technical terms [PART-B; format duly filled with remarks to interpret clearly the intended submission]. List of mandatory spares shall be included in the rate schedule and shall be considered for arriving at the total cost of package.
- 8) Declaration format [Annexure II]
- 9) Unpriced bid format [Annexure III: duly filled -- **Prices not to be mentioned here**]

Envelope II This sealed envelope should contain price details. This envelope should be clearly marked "**Part II - Price bid**", indicating Tender No., Due Date and Address & Reference of the Bidder.

It should contain only the duly filled and signed Price bid format, Annexure III.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing as Quotation for Tender No., due date of opening and the address and reference of the Bidder. The above offer should reach this office on or before the due date by 1500 Hrs (IST).

Tender should not be addressed to any Individuals name but only by designation to:

Engineer / MM
BHARAT HEAVY ELECTRICALS LIMITED



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**INDUSTRIAL VALVES PLANT,
433, INDUSTRIAL COMPLEX,
GOINDWAL SAHIB- DISTT. TARN TARAN - 142423
PUNJAB (INDIA)**

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested.

Offers should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in **ENGLISH** or otherwise, the offers will not be considered.

Sealed tenders can be dropped in the tender box kept at Reception of Administrative Block of our above office address.

2.0: Evaluation of tenders:

Part-I, i.e. Techno-Commercial offers shall be opened on **30.01.2013 at 1600 hrs.** Techno-commercial offers shall be evaluated vis-à-vis our technical and commercial terms and conditions. Clarifications if any required by BHEL for Technical evaluation / commercial evaluation would be sought from Bidders before opening of Part II - price bid.

Part-II, i.e. Price bid shall be opened of only those bidders who are adjudged as qualified in Part-I. Bidders shall be informed about the same.

Price bids shall be opened on an informed date and time.

3.0: Award of contract:

Prices quoted shall be evaluated as net cost to BHEL, i.e. landed cost to BHEL net of duties, cess and any cenvatable taxes. Further, any deviation in terms and conditions, if finally accepted by BHEL shall also invite loading.

Lowest quotation shall be declared as L1 bidder and given the contract. LOI placed on L1 bidder shall be the reference date for start of contract.

4.0 General Terms and points to be noted/complied/binding on bidders by default on submitting the bids:

- 4.1 Equipment offered shall be "New". Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for further processing.
- 4.2 BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- 4.3 The due date of submission of tender may be extended by BHEL which shall be announced as corrigendum to original NIT No. & only at our website. Validity of bids shall be deemed to be extended accordingly till the extension period is within the validity period sought.
- 4.4 BHEL may decide to reject bid from any bidder which shall be informed to bidder with reasons of rejection.
- 4.5 BHEL may decide to scrap the tender/refloat the tender without assigning any reasons thereof before any LOI/PO is committed.
- 4.6 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,



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recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.

- 4.7 The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 4.8 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.
- 4.9 In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be bidding on both the parties to the business.
- 4.10 Bidders participating in the tender should declare in their offer as per Annexure II that whether they have been black-listed / kept on hold for a specific period / given business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.
- 4.11 All amounts shall be indicated both in words as well as figures.
- If, in the price structure quoted 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.
 - 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.
 - 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 (i) and (ii) above.
 - If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to 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.



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TERMS AND CONDITIONS

PRE-QUALIFICATION TERMS

- P.1 Firms/Organisations/Enterprises coming under the ambit of Micro/Small enterprise will only be considered for the tender. Submission of documentary proof mandatory.
- P.2 Bidders should primarily be engaged in supplying of similar 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 pre-qualification 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.
- P.3 A copy of pre-qualification details can be submitted even before due date of opening for evaluation planning by BHEL.

COMMERCIAL TERMS

- C.1 **Fixed price:** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures. In the event of difference, clause no. 4.11 (above) shall be valid and binding.
- C.2 **Bid currency:** Bidders should submit the prices only in Indian Rupees. This should be clearly indicated in the un-priced commercial bid as well as in the price bid.
- C.3 **Terms of Delivery:** Price should be quoted on FOR Destination Goindwal Sahib basis. If not mentioned, it shall be concluded that the offer is on FOR Destination Goindwal Sahib basis. In case rates are Ex-Works basis, loading of expenses i.e., freight, transit insurance shall be done by BHEL at its discretion to arrive at Landed prices. Comparison shall be done at Landed cost to BHEL.
- C.4 **Taxes and Duties:** All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 03021035905, CST. No. 15529218 Dt. 06-03-1985 & BHEL ECC No. AAACB4146PXM005, Assessment circle Chheharta, Amritsar. Taxes and duties for equipment part shall be mentioned separately and for commissioning shall be mentioned separately.
- C.5 **Validity:** The offers for main equipment and spares shall be kept open for acceptance for a period of 45 days (forty five days) from the date of opening of the tender (Part I). In case of extension of tender opening date, the validity shall be suitably revised.
- C.6 **Delivery Schedule:** Supplies shall be affected and completed as per schedule mentioned in the POs. We require material within 1 month from LOI/PO. Further, BHEL may release delivery schedule from time to time based upon our requirement. Vendor shall be required to complete the order as per the BHEL schedule requested.
- C.7 **Short shipment / Warranty replacement:** In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the supplier. Any warranty replacement during the warrantee period shall be on FOR, BHEL, Goindwal, Punjab, basis.



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- C.8 **Inspection & Testing:** All required tests shall be carried out by vendor at no extra cost. Relevant TCs shall accompany the consignment. All goods shall be subject to inspection by BHEL at supplier's works i.e. Pre-dispatch inspection is necessary. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch however; final inspection and acceptance of the machine will be carried after installation of the machine at BHEL, Goindwal, Punjab.
All Test Certificates (TC) and Guarantee Certificate are to be provided along with the supplies.
- C.9 **Cenvat & VAT credit:** The quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to the purchaser.
- C.10 **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.
- C.11 **Force Majeure clause:** If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.
- C.12 **Penalty for late delivery:** 'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0 %.
BHEL reserves the right to receive or not receive the material after the due date of PO.
- C.13 **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.
- C.14 **Warranty:** Vendor shall give a guarantee of 18 months from the date of dispatch or 12 months from use, against manufacturing defects, whichever is earlier.



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- C.15 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. 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 <http://dcmsme.gov.in/FinalPressorder.pdf> and can also be collected from the office of Manager/MM IVP Goindwal.
- C.16 Counter Offer:** 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 for item sl. no. 1 only, as per "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012".
- C.17 Loading Criteria:** (1) If L1 bidder is owned by SC/ST, then no counter offer will be given i.e 100% qty. will be given to L1 bidder.
(2) If L1 bidder is not owned by SC/ST then:
20% of total tender qty. will be offered to MSE's owned by SC/STs (if there are more than one such MSEs, 20% qty. will be equally divided among them), subject to acceptance of L1 rates. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, this 20% quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from L1 bidder.*Counter offer qty. of 0.5 and above to be rounded off to next whole number and less than 0.5 to be ignored.
All above mentioned preferences shall be given to MSEs and SC/STs only on the submission of documentary evidence.
- C.18 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.
- C.19 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.



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C.20 **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.

TECHNICAL TERMS

- T.1 Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions;
- T.2 Point by point confirmation for the Technical Specification enclosed, [Pl. note this is in two parts- Part A requiring credentials for pre-qualifications, Part-B requiring confirmation on technical criteria and requirement of BHEL] is to be provided. If there are any deviations on account of your design, the same should be clearly specified. Offers received without confirmation to our specification will be rejected.
- T.3 Relevant catalogues to be attached.
- T.4 Information on shipping weight and cubage (length, width & height) to be provided.



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ANNEXURE-I Commercial terms and conditions confirmation sheet

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 Equipment:	Fire Extinguisher
BHEL Tender No. & Date:	1213-134 Dated 16.01.2013

SI No	Description	Vendor's confirmation
1	<p>Payment terms: Due payment against supplies received shall be due after 30 days of receipt and acceptance of material and shall be paid within next 15 days period on submission of below mentioned documents.</p> <p>Loading for deviation on payment terms if the above is not agreed by vendor will be @ Prime lending rate of SBI + 2% for the period of relaxation sought by bidder.</p> <p>Documents to be submitted:</p> <ul style="list-style-type: none"> i. Commercial invoice (in duplicate) ii. Excise invoice (in duplicate) valid for claiming CENVAT credit iii. Original VAT invoice valid for claiming input tax credit, if applicable iv. Material Test Certificates (MTC) and v. Compliance & Guarantee Certificate. <p>Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs. BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.</p>	
2	<p>Currency of payment: The currency shall be Indian Rupees.</p>	
3	<p>Taxes & Duties: All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No.</p>	
5	<p>Penalty for Late Delivery: 'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0 %. BHEL reserves the right to receive or not receive the material after the</p>	



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	due date of PO.	
6	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.	
7	Delivery: Supplies shall be affected and completed as per schedule mentioned in the POs. We require material within 1 month from LOI/PO date. Further, BHEL may release delivery schedule from time to time based upon our requirement. Vendor shall be required to complete the order as per the BHEL schedule requested.	
8	Warrantec: Vendor shall give a guarantee of 18 months from the date of dispatch or 12 months from use, against manufacturing defects, whichever is earlier.	
9	Validity: Validity of the offer should be 45 days from the date of tender opening.	
10	Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
11	Terms of Delivery: FOR, BHEL, Stores Industrial Valves Plant 433, Industrial Complex, Goindwal – 143 423 District: Tarn Taran (Punjab), India	



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Annexure-II: **DECLARATION FORMAT**

Reference: BHEL Tender enquiry no.

Bidder quotation no:

We hereby confirm that we have quoted for the said tender in two-part bids and our price bid does not include any terms and conditions over and above whatever mentioned in our Techno-Commercial offer.

Further, after opening of Part-I, i.e. Techno-Commercial bids, once we accept/confirm any communication regarding any terms and conditions from BHEL, that shall be binding and overriding any terms mentioned in Price Bid even though the price bid is opened later on.

We also declare that we have provided information whether we have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold have furnished to BHEL. We declare that if no such details are mentioned in the offer then it should be construed that we are not under any such hold. We declare that at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject our offer at any point of time and also under any stage of the finalization of the subject tender irrespective of our status in that tender.

Signature with seal of bidder



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Annexure-III: UNPRICED/PRICED* BID FORMAT

Tender Enquiry No:		
Quotation No.		
Equipment Description	[As per BHEL]	[As per offer]
Excise duty	[Inclusive/Extra]	%
Cess thereon	[Inclusive/Extra]	%
CST, against form "C"/VAT	[Inclusive/Extra]	%
Delivery destination	FOR Goindwal Sahib	Including all incidentals
Validity of offer from opening of Part-I		
We hereby confirm that the prices mentioned above are firm till the execution of contract.		

* Same format is to be used as unpriced bid format, i.e. duly filled for all information except PRICES and again for Price bid format duly completely filled including prices.



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**Annexure IV: FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT
WITH
SEFT/RTGS ENABLED BANK BRANCH**

Sub: E-payments vide SEFT/RTGS - Reg.

VENDOR CODE AS PER BHEL	:	
VENDOR NAME AS PER BANK RECORDS	:	
ACCOUNT TYPE	:	
BANK ACCOUNT NUMBER	:	
NAME & ADDRESS OF THE BANK	:	
BRANCH CODE	:	
BRANCH RTGS CODE	:	
BRANCH MICR CODE	:	
NAME OF THE AUTHORISED SIGNATORY	:	

I/we confirm that I/We will bear the charges, if any levied by my/our bank for the credit of SEFT/RTGS amounts in our account.

For.....

SIGNATURE
(Authorized signatory)

Date:

We confirm that we are enabled for receiving SEFT/RTGS credits and we further confirm that the account number, the signature of the authorized signatory, branch code, RTGS code and MICR code of our branch mentioned above are correct.

BANK VERIFICATION

(Manager's/Officer's signature under bank stamp)

Date:

The above format is to be submitted along with a cancelled cheque in original.



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ANNEXURE V: CHECKLIST

Document/Reference	To check	Remarks
Technical sheet [Part-A]	Duly filled and any deviation/advanced offer mentioned	
Commercial terms	Annexure- duly filled for all columns	
Unpriced bid	Filled for all items except Prices and attached along with Techno-commercial offer	
Declaration form	Signed and attached along with Techno-commercial offer	
Separate bids	Part-I containing General, Commercial & Technical offer along with Unpriced bid sealed separately in an envelope; Part-II containing Priced bid sealed separately in an envelope; And both the sealed envelopes put in an outer main envelope.	

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