

Techno-Commercial Bid Annexure to Enquiry No. 1213-146 Dated 06.02.2013. Due date 27.02.2013

Enq Sl. No.	Code	Description of Yoke bush	Material Specification	Enquiry Qty	Quoted	Unit Basic Price, Rs. per ltr
1	GWC67018096	Long Oil Alkyl Synthetic Enamel Finish Paint	IS2932(latest)/Shade deep orange to shade no IS591 of IS 5(Latest)	3000	Yes/No	"Pl. see price bid"
Whether your company is MSE?						
Yes/No						
If company is MSE, Whether it is owned by SC/ST?						
Yes/No						
Excise Duty rate (mention in % if applicable, mention as <b>NIL</b> if not applicable)						
Applicable/Not applicable						
Extra/Inclusive						
% if applicable						
Cess on ED rate (mention in % if applicable)						
Extra/Inclusive						
%						
CST (%) / VAT (%)						
Pl. clearly mention						
Validity of offers (As per BHEL terms 45 days validity is required)						
Pl. clearly mention						

The above prices are Firm, without any price escalation; are Rs. per ltr; and are on FOR Goindwal Sahib basis.

We accept all terms and conditions of the Tender Enquiry No. 1213-146 dated 06.02.2013

Authorised signatory with seal

Price Bid Annexure to Enquiry No. 1213-146 Dated 06.02.2013, Due date 27.02.2013

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**PRE-QUALIFICATION TERMS**

- P1 Bidders should primarily be engaged in manufacturing/supply of paints for industrial use. 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.

- P2 **EMD amount/exemption:**

(i) Bidders not registered with any unit of BHEL are required to deposit an amount of Rs. 10,000/- 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. MSEs, Central/State PSUs/State owned Corporations are exempted from EMD, for which relevant documentary proof will have to submit.

(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.

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

(iv) EMD submitted by all unsuccessful bidders shall be refunded normally within 30 days of finalization of Rate with interested bidders.

(v) EMD shall not carry any interest.

(vi) EMD amount of successful bidder shall be refunded after receipt and acceptance of total PO qty.

- P3 **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.**

- P4 A copy of pre-qualification details can be submitted even before due date of opening for evaluation planning by BHEL.



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TERMS AND CONDITIONS FOR  
(Tender Enquiry No.1213-146 Dated: 06.02.2013)**DUE DATE OF OPENING: 27.02.2013****1. INVITING TENDERS**

Sealed tenders in three parts; Part-I: EMD; Part-II: Techno-commercial bid and Part-III: Price bid are hereby invited for the supply of **Long Oil Alkyd Synthetic Enamel finish Paint to IS 2932 ( Latest); Shade Deep Orange to shade no IS 591 of IS 5 ( Latest)**  
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	<b>PART-I: EMD for tender enquiry no. 1213-146 dated 06.02.2013</b>	Draft payable at Goindwal Sahib/Proof of claiming exemption.
Part-II	Pre-qualification & Techno-Commercial bid	Part-II (Techno-Commercial) bid against tender enquiry no:1213-146 dated 06.02.2013 due for opening on 27.02.2013	1. Registration details/filled registration format 2. Acceptance of all terms and conditions. 3. Un-priced (Prices not filled) format showing taxes and duties structure.
Part-III	Price bid	Part-III (Price) bid against tender enquiry No: 1213-146 Dated: 06.02.2013	<b>No Other format shall be used for submitting the price bid.</b> Any variation in Unit of Supply other than that mentioned in the Price bid format shall not be accepted. <b>Rates should be mentioned in words as well as in figures. In case of any confusion rates in words shall be considered final.</b>  Anything other than price mentioned in the price bid shall be considered invalid

**PLEASE SEE AND FOLLOW THE CHECKLIST PROVIDED AT THE END**

All the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No., item description as "**Long Oil Alkyd Synthetic Enamel finish Paint to IS 2932 ( Latest); Shade Deep Orange to shade no IS 591 of IS 5 ( Latest)**" and due date of opening.



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Part-1: EMD

This part should contain the EMD amount of Rs 10000.00.

Part-II: Techno-Commercial bid should contain

- a) The details/data/ information/ supporting documents as per requirement of Pre-Qualification Bid.
- b) Acceptance of Techno-Commercial terms and conditions should be attached next. This can be attached either by signing each page of terms and conditions or a confirmation statement.  
Any deviation proposed by bidder shall be considered by BHEL at its own discretion; and if finally considered, shall carry loading factor at the discretion of BHEL.
- c) Unpriced price bid, filling all other details **except unit price**.

Sealed quotations shall reach by 1500 Hrs on due date. Part-I shall be opened on due date at 1600 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.

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. 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.

Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attached. 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.

**2. VALIDITY OF OFFERS:**

The offers shall be kept open for acceptance for **45** days from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.



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**3. SCOPE OF SUPPLY**

Material shall be supplied as per the applicable latest Technical Document No. Material Standard requirements/ Drawing Nos. National & International material Standards shall have to be arranged by vendors themselves.

**4. 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 11), 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.

**5. DELIVERY SCHEDULE:**

Supplies shall be affected and completed as per schedule mentioned in the POs/LOIs. We require **1000 ltrs. of paint in first two weeks of PO/LOI, 2000 ltrs in next one month.** 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.

**6. 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.

**7. TERMS OF PAYMENT:**

- a. 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. 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.
- b. Documents to be submitted
  - 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 Certificate.



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- c. Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.
- d. **It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.**
- e. **BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.**

**8. INSPECTION:**

1. All required tests shall be carried out by vendor at no extra cost. Relevant TCs shall accompany the consignment. **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.
2. **Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.**
3. Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.
4. Latest applicable revisions of standards/procedures to be referred.
5. 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.

**9. 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**



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**Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises)**

**10. LOADING CRITERIA**

1. Tender quantity shall be divided in the proportion 80:20 (80% for L1 and 20% for MSE's) in case the L1 vendor is not a MSE subject to following conditions:

I. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be offered 20% quantity of tender quantity at L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply shall be shared equally. If there are more than one MSE in the price band of L1+ 15% to whom the offer has been sent and some of them reject the offer then the remaining quantity shall be distributed equally to the MSEs accepting L1 prices.

II. 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.

III. In case any MSE vendor does not accept the counter offer, the above mentioned 20% quantity shall be offered to L1.

IV. If there is no MSE in the Price band of L1+15% then the 20% quantity shall be offered to L1 vendor.

2. In case if the L1 vendor is MSE then quantity shall be provided as 96 % for L1 and 4% tender quantity shall be offered to the MSEs owned by SC/ST's in the price band of L1+15%. 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.

3. In case the L1 vendor is a MSE owned by a SC/ST then the 100 % quantity shall be loaded on L1 bidder.

In case of non- acceptance of counter offer by any vendor after above applicable provisions the whole quantity would be offered to L1 vendor.

This ratio can be altered in case of any failure on part of L1 regarding delivery commitment/quantity/quality of material.

All above mentioned preferences shall be given to MSEs and SC/STs only on the submission of documentary evidence.



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**11. Guarantee:**

The guarantee/shelf life should be according to the standard IS 2932 (Latest).

**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.

**13. RISK PURCHASE:**

BHEL shall be entitled to terminate the contract/pending POs at any stage and to purchase elsewhere at the risk and cost of the vendor, either the whole of the goods or any part thereof which the supplier has failed to deliver or dispatch 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.

**14. 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.

**15. 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.



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**16. 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.

**17. 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.

**18. MSME 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.

**19. CLARIFICATIONS**

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. 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.

**20. 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.

**21. 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



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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 reserves the right to delete any item from the tender at any stage of tender process without assigning any reason.
- g) **Bidders, who are not currently on registered list of BHEL IVP Goindwal Sahib, may submit duly filled format for "Vendor Registration form".** The form can be downloaded from our website [www.bhel.com](http://www.bhel.com) or can be requested at [vishal@bhelivp.in](mailto:vishal@bhelivp.in) or [vm@bhelivp.in](mailto:vm@bhelivp.in)  
Registered vendors with BHEL IVP GWL have to mention their vendor code. Registered vendors with any other unit of BHEL are also required to mention the vendor code given by respective BHEL unit along with photocopy of latest POs from BHEL unit.

**22. 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](http://www.bhel.com).



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CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN <sup>3</sup>~~TWO~~ PARTS  
BIDS

S. No.	Document	Status
1.	EMD envelope	Sealed envelope marked as Part-I "EMD" Yes, Sealed
2.	Techno-commercial bid sealed in separate envelope superscribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-II "Techno-commercial Bid" Yes, sealed
3.	Price Bid sealed in separate envelope superscribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-III "Price Bid" Yes, sealed
4.	All three sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date	Yes