



**TERMS AND CONDITIONS FOR**  
**Tender Enquiry No.1415-046 Dated: 10.07.2014 Due Date of Opening:**  
**25.07.2014**  
**Item: Impact Socket, tap sets and drills**

**C1 Inviting Quotations:**

Sealed Bid submission in two part Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited for manufacturing and supply of tap sets, drills and sockets as per BHEL Drawings, Matl Standards (as per latest revision applicable), TDCs and other technical documents referred in these documents. The relevant documents are attached with the Enquiry.

For manufacturers-

Procurement shall be preferred from manufacturers. In case manufacturer insist on engaging a dealer/ agent, such dealer/agent is not allowed to represent more than one manufacturer .

For dealers-

In case of dealers/agents, Authorized dealer certificate is required from original manufacturer for this tender. In case bids are received from dealer/agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer will be rejected.

The two 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			
	Techno-Commercial bid in response to Tender Enquiry no. 1415-046 Dated 10.07.2014	PART-I: "Techno-Commercial Bid"  Tender Enquiry no. 1415-046 Dated 10.07.2014  Due Date of Opening: 25.07.2014  Sender :	1. Acceptance of all terms and conditions.  2. Un-priced (Prices not filled) format showing taxes and duties structure.  3 Compliance to makes specified
Part-II			
	Price Bid in response to Tender Enquiry No. 1415-046 Dated 10.07.2014	PART-II: "Price Bid"  Tender Enquiry no. 1415-046 Dated 10.07.2014  Sender:	Price bid duly filled prices in words & figures.

All the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No.1415-046 Dated 10.07.2014.item description as Impact Socket, tap sets and drills and due date of opening as 25.07.2014 time 1530hrs on it.

**Part-I: Techno-Commercial bid should contain**

- a) 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.  
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.
- b) Un-priced bid as per format attached. **All details, i.e. whether quoted for item, duties and taxes etc. should be filled.** Price Bid format without the price shall be provided with Part I.
- c) 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.



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Quotations shall reach us by 1500 Hrs and Part-I shall be opened at 1530 Hrs on due date. Late offers are liable to be rejected, so please ensure to send the quotation well within 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 1630 hrs, if all the vendors have accepted the entire tender terms and conditions. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids. For any clarification you can contact on email id tendermm@bhelivp.in.

### **Part II: Price Bids:**

**Price bid in the format attached.** Preferably the price bid envelop should contain ONLY the price bid. Further, if even the same conditions are mentioned in the Part-II, but after scrutiny of Part-I, the bidder has agreed to BHEL terms, the same shall be binding and any such condition found in Part-II shall in no case be discussed.

**No Other format shall be used for submitting the price bid.** Any variation in Unit of Supply other than that mentioned in the Price bid format shall not be accepted.

**Anything other than price mentioned in the price bid shall be considered invalid. If there is some discrepancy in Price Bid rates than the rates quoted in words shall be accepted.**

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 contract 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.

All amounts shall be indicated both in words as well as figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

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. For any clarification you can contact on email id tendermm@bhelivp.in.Fax (01859-222061) / E-Mail (tendermm@bhelivp.in) offers received in time shall be considered only when such offers are complete in all respects.

### **C2 Validity of offers:**

Offers shall be valid for 45 Days from due date of opening. In case of extension of due date of opening, the offers validity shall be extended accordingly.

### **C3 Scope of supply:**

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC)/ Material Standard requirements/BPS/Drawing and other requirement as given in the Purchase Order. National & International material Standards shall have to be arranged by vendors themselves. Pls refer bid annexure for technical specs

### **C4 Replacement of Rejection :**

If the material is rejected due to defective workmanship during inspection or at the time of actual use, 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.



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**C5 Terms of payment:**

C5.1 Due payment against supplies received shall be made within 30-45 days of receipt subject to submission of test certificates (and other documents) and verification of user department 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 base rate of SBI + 6% for the period of relaxation sought by bidder.

1. Commercial invoice (in duplicate).
2. Original VAT invoice valid for claiming input tax credit.
3. Compliance Certificate & Inspection clearance certificate released at the time of Pre-Despatch inspection at vendor's works, if any.

C5.2 Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.

C5.3 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.

**C5.4 *BHEL releases payment through EFT mode. Vendor can provide the necessary details by obtaining format before release of payment while supplying the material.***

**C6 Delivery schedule:**

Supplies shall be affected and completed as per schedule mentioned in the POs. Whole quantity to be completed within one month period of Placing PO/LOI. 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.

**C7 Inspection:**

a. 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.

b. Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.

c. Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.

d. Latest applicable revisions of standards/procedures to be referred.

e. 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.

**C8 Guarantee :**

Vendor shall give a guarantee of 18 months from the date of dispatch or 12 months from use, against manufacturing defects, whichever is earlier.

**C9 Access to Manufacturing Premises:**

For evaluation & during the period of execution of contract, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of contract. 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.



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### C10 Risk Purchase

BHEL shall be entitled to terminate the contract with any vendor and to purchase elsewhere at the risk and cost of the vendor, either the whole or part thereof which the supplier has failed to deliver within the time stipulated as aforesaid. Vendor shall be liable for the losses, which BHEL may sustain by way of such risk purchase in addition to aforesaid penalty for delayed delivery. Purchases made from any other vendor at its quoted rates shall be made and the difference of rates of defaulter vendor and new vendor shall be deducted from running bills of the vendor who has failed to deliver.

### C11 Penalty for late delivery

'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. Penalty for late delivery clause will be applicable for delayed supplies @ 0.5% per week or part thereof subject to a maximum of 10%. Once the delivery period mentioned has expired, BHEL may or may not take the delivery of item & reserves the right to cancel Purchase Order.

### C12 Sub -Contract :

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

### C13 MSE Certification:

If the bidder is registered as any of Micro/Small enterprise as defined in Micro Small and Medium Enterprises Development Act, 2006; a copy of registration certificate to be attached."MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

### C14 Preferences to MSES:

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.



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**C15 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 instalment shall not be deemed a waiver of time in respect of remaining deliveries.

**C16 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 there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

**C17 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.

**C18 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).

**C19 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.

**C20 Purchase Order :**

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. Comparison of rates will be done on the basis of landed cost to BHEL for individual item. In case a vendor turns out to be L1 in one item only, than vendor have to commence the Purchase order within specified time period irrespective of the total value of PO

**C21 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.



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- 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.

**C22 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. Performance of suppliers shall be monitored periodically by user department of BHEL.

*AK*



Annexure-I

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-11) ..... dtd:.....,  
Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on  
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:  
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of  
Rs.....Lacs for .....Micro / Small (Strike off which is not applicable)  
Category under MSMED Act 2006.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

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

Annexure to Enquiry No. 1415-046 Dated 10.07.2014 Due Date of submitting quotations 25.07.2014

Item S.No.	Impact Socket, tap sets and drills	Matl Code	Desc	Drawing/ Specifications/ Requirement	Makes required	Unit	Qty	Quoted Yes/No
1		GW167000052	Hexagonal Impact Socket -24mm, 1" Drive	All these Sockets needs to be Hardened ones	MAKE REQUIRED : GRIP HOLD,TORQUE MASTER and CHICAGO PNEUMATICS only	Nos	10	
2		GW167000028	Hexagonal Impact Socket -27mm, 3/4" Drive			Nos	10	
3		GW167000048	Hexagonal Impact Socket -30mm, 3/4" Drive			Nos	10	
4		GW167000047	Hexagonal Impact Socket -32mm, 1" Drive			Nos	12	
5		GW167000031	Hexagonal Impact Socket -36mm, 1" Drive			Nos	8	
6		GW167000032	Hexagonal Impact Socket -41mm, 1" Drive			Nos	5	
7		GW167000033	Hexagonal Impact Socket -46mm, 1" Drive			Nos	5	
8		GW1670000111	Hexagonal Impact Socket -50mm,1" Drive			Nos	6	
9		GW1670000298	Hexagonal Impact Socket -72mm, 1" Drive			Nos	1	
10		GW1670000301	Hexagonal Impact Socket -19mm 3/4" Drive			Nos	12	
11		GW167008027	HSS Tap M10 X 1.5	Raw Material Should Be M35,Coarse Pitch Tap in a Set of Three, Material to be supplied as per IS 6175	Makes required: Addison,Totem Sandvik Only	Set	10	
12		GW167008028	HSS Tap M12 X 1.5			Set	8	
13		GW167008105	HSS Tap M12 X 1.75			Set	5	
14		GW167008101	HSS Tap M16 X 2.0 HAND TYPE	Raw Material should be M 35 ,Tap in a set of One Tap, Material to be supplied as per IS 6175 , Out of 50 -30 coarse taps and 20 fine taps required.		Set	50	
15		GW167008029	HSS Tap M16 X 2.0 M/C TYPE	Tap Should be TI AIN Coated Raw material should be M35 M/s Tap in a set of One Tap,Material to be supplied as per IS 6175		Set	20	
16		GW167019080	HSS Tap M20 X 1.5	Fine Tap in a set of Two, Raw material should be M35, Material to be supplied as per IS 6175		Set	2	
17		GW167008025	HSS Tap M6 X 1.0	Raw Material should be M35, Coarse Pitch Tap in a set of Three, Material to be supplied as per IS 6175		Set	10	
18		GW167008067	Tap Set 1/4 NPT 18	Raw Material should be M35, Coarse Pitch Tap in a set of Three, Material to be supplied as per BS949( Part II)	Nos	10		
19		GW167008036	HSS Parillel shank Drill, Dia 5.0mm	IS 5103-1969 required for all items except sl no 27 where IS 5101-1991 OR DIN 338-1978 OR BS 328	Makes required: Addison,Totem Miranda Only	Nos	150	
20		GW167008035	HSS PS Drill, Dia 2.7mm			Nos	400	
21		GW1670000027	HSS PS Drill, Dia 3.5mm			Nos	150	
22		GW167008038	HSS PS Drill, Dia 6.7mm			Nos	100	
23		GW167008060	HSS Tool Bit 1/2 inch sqr,Length 6 inch			Nos	50	
24		GW167008061	HSS Tool Bit 1/4",Length 3"			Nos	30	
25		GW167008062	HSS Tool Bit 3/8",Length 3"			Nos	30	
26		GW167019135	HSS TS Drill, Dia 22.5 mm			Nos	1	
27		GW167019035	HSS TS Drill, Dia 27 mm			Nos	2	
28		GW167019140	HSS TS Drill, Dia 31.5 mm			Nos	1	
29		GW167008090	HSS TS Drill, Dia 34.5mm			Nos	3	
30		GW167019096	HSS TS Drill, Dia 35.1 mm			Nos	2	
31		GW167008093	HSS TS Drill, Dia 38.5mm			Nos	1	
32		GW167008094	HSS TS Drill, Dia 40.0mm			Nos	3	
33		GW167008038	HSS PS Drill, Dia 6.8mm			Nos	50	
34		GW167008017	HSS DRILL 3 MM			Nos	200	
35		GW167008066	HSS DRILL 10.2 MM	Nos	15			

Excise Duty rate (mention in % if applicable, mention as NIL if not applicable)		Pl. clearly mention (Same as filed in enquiry bid)
Cess on ED rate (mention in % if applicable)	Extra@	Pl. clearly mention (Same as filed in enquiry bid)
CST (%)	Extra@	Pl. clearly mention (Same as filed in enquiry bid)
VAT (%)	Extra@	Pl. clearly mention (Same as filed in enquiry bid)
Validity of offers (As per BHEL terms 45 days validity is required)		Pl. clearly mention (Same as filed in enquiry bid)
Delivery terms (FOR Goindwal Sahib)		Pl. clearly mention (Same as filed in enquiry bid)
MSI Firm (YES/NO)		Pl. clearly mention (Same as filed in enquiry bid)

We accept all terms and conditions of the Tender Enquiry No.1415-046 Dated 10.07.2014

Authorised signatory with seal

**BHARAT HEAVY ELECTRICALS LTD**

IVP, GOINDWAL SAHIB

**PRICE BID ANNEXURE**

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26	GW167019135	HSS TS Drill, Dia 22.5 mm			Nos	1	Pls fill price bid
27	GW167019035	HSS TS Drill, Dia 27 mm			Nos	2	Pls fill price bid
28	GW167019140	HSS TS Drill, Dia 31.5 mm			Nos	1	Pls fill price bid
29	GW167008090	HSS TS Drill, Dia 34.5mm			Nos	3	Pls fill price bid
30	GW167019096	HSS TS Drill, Dia 35.1 mm			Nos	2	Pls fill price bid
31	GW167008093	HSS TS Drill, Dia 38.5mm			Nos	1	Pls fill price bid
32	GW167008094	HSS TS Drill, Dia 40.0mm			Nos	3	Pls fill price bid
33	GW167008038	HSS PS Drill, Dia 6.8mm			Nos	50	Pls fill price bid
34	GW167008017	HSS DRILL 3 MM	Nos	200	Pls fill price bid		
35	GW167008066	HSS DRILL 10.2 MM	Nos	15	Pls fill price bid		

We accept all terms and conditions of the Tender Enquiry No.1415-046 Dated 10.07.2014

Authorised signatory with seal