



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1415 083 Dated 13.09.2014 Due date 29.09.2014)
ITEM: LED street lights with fittings

DUE DATE OF OPENING: 29.09.2014

1. INVITING TENDERS

Tenders in two part bids are invited from manufacturers/dealers for supply of LED street lights with fittings FOR Goindwal. Following point need to be noted by manufacturers and dealers as follows-

For manufacturers-

Procurement shall be preferred from manufacturers. In case manufacturer insists 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, kindly quote for single make only.

Sealed tenders in two parts; Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited for supply of '**LED street lights with fittings**' as per tender enquiry. The relevant documents are attached with the Enquiry.

Note that this item is reserved for procurement from MSE firms, in case on response is received from MSE's then procurement will be made from Non-MSE firms.

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

Bid	Bid Description	Superscribing on envelope	
Part I in First sealed envelope	Techno-Commercial Offer	Part-I (Techno-Commercial) bid against tender enquiry no:1415 083 dated 13.09.2014 due for opening on 29.09.2014.	<ol style="list-style-type: none">1. Acceptance of all terms and conditions of tender enquiry. (Preferred is submitting signed copy of terms and conditions; if nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on).2. Un-priced bid as per format attached. All details, i.e. whether quoted for item, duties and taxes etc. should be filled.
Part II in Second sealed envelope	Price Bid	Part-II (Price) bid against tender enquiry No: 1415 083 Dated: 13.09.2014	<i>Price bid in the format attached.</i> 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. Anything other than prices mentioned in the price bid shall be considered invalid

Both the sealed envelopes should be put in outer sealed envelope superscribing all details i.e. Enquiry Number, Date, Supplier's Name and Address and Item.

Time of submission is by 1500 Hrs on Due Date. Time of Techno-Commercial bid (Part I) opening is 1530 Hrs on due date. Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1630 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids.

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



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tendermm@bhelivp.in. CST, VAT & Excise duty + any cess on ED at the rates applicable shall be payable extra against ED Gate Pass valid for CENVAT benefit. Rates should clearly mention basic price of the item. Unloading of material at Main Stores of BHEL shall be arranged by BHEL. Order of enquiry item sl. No. shall be maintained in the quotation. The rates quoted shall be firm and fixed. No price variation is proposed and allowed. Fax (01859-222061) / E-Mail (tendermm@bhelivp.in) offers received in time shall be considered only when such offers are complete in all respects.

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.

3. **SCOPE OF SUPPLY**

Material shall be supplied as per the applicable latest Technical Document No./Material Standard requirements/ Drawing No or specifications. National & International material Standards shall have to be arranged by vendors themselves. **The requirement is for 65 watt LED Street light with complete fittings as per annexure/specifications attached.**

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, 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 PO's. We require material **within one month from 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. BHEL reserves the right to cancel or hold orders at any stage.

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 deviation, loading shall be done at SBI base rate + 6% at time of opening of Part 1
- b. Documents to be submitted
 - i. Commercial invoice (in duplicate)
 - ii. Excise invoice (in duplicate) valid for claiming CENVAT credit



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- iii. Original VAT invoice valid for claiming input tax credit, if applicable
 - iv. Material Test Certificates (MTC) and
 - v. Compliance Certificate.
- 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 PO's.
- 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 bidder at no extra cost. Relevant TCs shall accompany the consignment. BHEL may decide to inspect itself/arrange third party at bidders' works itself as and when necessary with prior intimation to the bidder. No additional charges shall be claimed for such inspections. Third party inspection if arranged by BHEL, charges will be borne by BHEL but the necessary infrastructure will be provided by bidder without any extra cost. Latest applicable revisions of standards/procedures to be referred.
2. Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.
3. **Test and guarantee certificates required along with supplies.**
4. 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.
5. Third party inspection if arranged by BHEL, charges will be borne by BHEL but the necessary infrastructure will be provided by bidder without any extra cost.

9. **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 10.00 %**. BHEL reserves the right to receive or not receive the material after the due date of PO.

10. **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.

11. **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.

12. **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,



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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.

13. 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.

14. 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.

15. MSME & MSE Certification:

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

If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

In cases where the MSE status is based on Acknowledgement of Entrepreneur Memorandum Part II (hereinafter referred as EM II Certificate), the validity of such EM II certificate will be deemed as 5 years (2 years earlier deemed validity + 3 years present extension as per the gazette notification) from the date of acknowledgement of the EM II certificate, unless it is accompanied by a CA certificate (format as per Annexure-1), which will be required for each bid.

16. 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



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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.

17. 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.

18. GENERAL:

- a) BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- b) BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c) BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
- d) If possible, please submit soft copy of price quotation [copied on a blank CD of standard make] put in the sealed offer.
- e) Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.

19. 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.

20. SUPPLIER REGISTRATION:

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 or can be requested at gss@bhelivp.in or rs@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. Techno-commercially qualified bidders may be asked for submission of supplier registration form for getting registered with BHEL, IVP, Goindwal.

21. 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.



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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).

22. WORDS AND FIGURES

- a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

23. 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. At any stage BHEL may cancel the Tender/Purchase order on any bidder.



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

S. No.	Document	Status
1	Envelope should contain (1) Techno-Commercial bid preferably with signed copy of terms & conditions (2) Unpriced bid format (Annexure-I) with applicable taxes (item prices not to be mentioned) (3) Compliance to Makes specified	Yes, Sealed Sealed envelope marked as Part-I "Techno-Commercial Bids"
2.	Price Bid (Preferably in Annexure-II) sealed in separate envelope superscribing tender enquiry detail, due date of opening, sender address	Yes, sealed Sealed envelope marked as Part-II "Price Bid"
3.	All two sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date	Yes



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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 forMicro / Small (Strike off which is not applicable) Category
under MSMED Act 2006.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

ANNEXURE I				
Specification for 65 Watt LED Street Lighting System or similar.				
Sl.No.	Description for BHEL Requirement	Specified/ To be confirmed by	Offered	Deviations
1.0	Supply of 65 Watt LED Street Lighting System or similar.			
1.1	Voltage Rating	240 V, 50Hz, AC		
1.2	Conformance	IP66		
1.3	Pole Mountable, Inner Dia. of Street Light for mounting on pole should be in the range of (63 mm - 67 mm.)	Yes		
1.4	Lumens Output	vendor to mention		
1.5	Technical leaflet of the LED Street Light System to be enclosed with the offer.	vendor to confirm		
2.0	General Features of the M.V.Cable:			
2.1	65 Watt LED Street Lighting System or similar shall have the manufacturer name embossed/ printed/ indented on the outer surface.	Yes		
2.2	Routine tests shall be conducted & test certificate shall be produced.	Yes		
2.3	Warranty Required	2 years		
2.4	Make	vendor to specify		
3.0	Scope of Supply	Quantity		
3.1	65 Watt LED Street Lighting System with complete fitting or similar.	10 nos.		

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

Annexure to Enquiry No. 1415 083 Dated 13.09.2014 Due Date of submitting quotations 29.09.2014

Item		WB-Gaskets		Material Description	Drawings/Specifications	Unit	Qty Nos.	Quoted Yes/No
S.No.	Material Code							
1	GWS67009431			65 WATT LED STREET LIGHT WITH FITTING	AS PER ANNEXURE ATTACHED AT LAST PAGE OF TERMS AND CONDITIONS	Nos.	10	
Excise Duty rate (mention in % if applicable, mention as NIL if not applicable)								
Cess on ED rate (mention in % if applicable)								
CST (%)								
VAT (%)								
Validity of offers (A\$ per BHEL terms 45 days validity is required)								
Delivery terms (FOR Goindwal Sahib)								
MSE Firm (YES/NO)								
MSE Documents attached (Y/N)								

Pl. clearly mention
Pl. clearly mention
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Pl. clearly mention

Extra@
Extra@
Extra@

Please note that nothing will be considered other than prices in the price bid.

Authorised signatory with seal

BHARAT HEAVY ELECTRICALS LTD
IVP, GOINDWAL SAHIB
PRICE BID ANNEXURE

Annexure to Enquiry No. 1415 083 Dated 13.09.2014 Due Date of submitting quotations 29.09.2014
 Item WB-Gaskets

S.No.	Matl Code	Desc	Drawing/ Specifications/ Requirement	Qty Nos.	Unit	Unit price, Rs	
						in Figures	In Numbers
1	GW567009431	65 WATT LED STREET LIGHT WITH FITTING	AS PER ANNEXURE ATTACHED AT LAST PAGE OF TERMS AND CONDITIONS	10	Nos.		

Taxes and other conditions will be as mentioned in Unprice Bids.

Authorised signatory with seal