



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1213-143 Dated 31.01.2013 Due date 11.02.2013)
ITEM: Rubber sheets and cords

DUE DATE OF OPENING: 11.02.2013

1. INVITING TENDERS

Tenders in two part bids are invited from *Micro Small Enterprise (MSE)* only as these items are reserved for MSE as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.

It is mandatory to submit MSE certificate along with techno commercial bid (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).

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

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

Bid	Bid description	Superscribing on envelope	*** Should contain ***
Part I in First sealed envelope	Techno-Commercial Offer	Part-I (Techno-Commercial) bid against tender enquiry no:1213-143 dated 31.01.2013 due for opening on 11.02.2013	<ol style="list-style-type: none"> 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). 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: 1213-143 Dated: 31.01.2013	<p>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. In case of discrepancy between prices in figures and words, prices in word will be considered as final.</p> <p>Anything other than prices mentioned in the price bid shall be considered invalid</p>

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 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.

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 No or specifications. National & International material Standards shall have to be arranged by vendors themselves. **The requirement is for rubber sheet and cords with desired thickness, hardness, pressure and ISO standards as per bid format**

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 POs. We require material **within 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 deviation, loading shall be done at SBI bplr rate + 2% 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
 - 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 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

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and when necessary with prior intimation to the vendor. No additional charges shall be claimed for such inspections.

2. Latest applicable revisions of standards/procedures to be referred.
3. 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. COUNTER OFFERS

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 as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012

- 100% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 20% from the above mentioned 100% 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 20% quantity shall be procured from other MSEs.

10. 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.

11. 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.

12. 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.

13. 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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Industrial Valves Plant
Goindwal Sahib
Punjab
BHEL



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- 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.

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.

23. 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@bheliivp.in or osho@bheliivp.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.

24 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:

- 100% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 20% from the above mentioned 100% 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 20% 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).

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

Annexure to Enquiry No. 1213-143 Dt 31.01.2013, due date of opening 11.02.2013

Material : Rubber sheets and cords

S.No.	Matl Code	Desc	Unit	Qty	Unit rates, FOR Goindwal Sahib	
					In Fig.	In Words
1	GW67018020	Rubber sheet (100% neoprene, thickness 6mm)	Kg	500		"Not to be filled by supplier-Pls see price bid"
2	GW67018018	Rubber cord (Thickness 8mm, nitrile rubber, shore hardness durometer hardness 80 to 90, ISO 7619 or ISO 868, withstand sealing pressure 200kg/cm sq)	m	500		
3	GW67018017	Rubber cord (Thickness 12mm, nitrile rubber, shore hardness durometer hardness 80 to 90, ISO 7619 or ISO 868, withstand sealing pressure 200kg/cm sq)	m	500		
4	GW67018016	Rubber cord (Thickness 10mm, nitrile rubber, shore hardness durometer hardness 80 to 90, ISO 7619 or ISO 868, withstand sealing pressure 200kg/cm sq)	m	500		
Excise Duty rate (mention in % if applicable, mention as NIL if not applicable)				Extra@		Pl. clearly mention
Cess on ED rate (mention in % if applicable)				Extra@		Pl. clearly mention
CST (%) / VAT (%)				Extra@		Pl. clearly mention
Validity of offers (As per BHEL terms 45 days validity is required)				Yes/No		Pl. clearly mention
Delivery terms (FOR Goindwal Sahib and within one month)				Yes/No		Pl. clearly mention
We accept all terms and conditions of the Tender Enquiry No. 1213-143 Dt 31.01.2013						

Authorised signatory with seal


BHARAT HEAVY ELECTRICALS LIMITED
 (A UNIT OF BHARAT HEAVY ELECTRICALS LTD)
 BHARAT HEAVY ELECTRICALS LIMITED
 (A UNIT OF BHARAT HEAVY ELECTRICALS LTD)
 GOINDWAL (S.A. ROAD) / GOINDWAL (TAM SARAI)

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

Annexure to Enquiry No. 1213-143 Dt 31.01.2013, due date of opening 11.02.2013
Material : Rubber sheets and cords

S.No.	Matl Code	Desc	Unit	Qty	Unit rates, FOR Goindwal Sahib	
					In Fig.	In Words
1	GWC67018020	Rubber sheet (100% neoprene, thickness 6mm)	Kg	500		"To be filled by supplier"
2	GWC67018018	Rubber cord (Thickness 8mm, nitrile rubber, shore hardness durometer hardness 80 to 90, ISO 7619 or ISO 868, withstand sealing pressure 200kg/cm sq)	m	500		"To be filled by supplier"
3	GWC67018017	Rubber cord (Thickness 12mm, nitrile rubber, shore hardness durometer hardness 80 to 90, ISO 7619 or ISO 868, withstand sealing pressure 200kg/cm sq)	m	500		"To be filled by supplier"
4	GWC67018016	Rubber cord (Thickness 10mm, nitrile rubber, shore hardness durometer hardness 80 to 90, ISO 7619 or ISO 868, withstand sealing pressure 200kg/cm sq)	m	500		"To be filled by supplier"
Excise Duty rate (mention in % if applicable, mention as NIL if not applicable)				Extra@		Pl. clearly mention
Cess on ED rate (mention in % if applicable)				Extra@		Pl. clearly mention
CST (%) / VAT (%)				Extra@		Pl. clearly mention
Validity of offers (As per BHEL terms 45 days validity is required)				Yes/No		Pl. clearly mention
Delivery terms (FOR Goindwal Sahib and within one month)				Yes/No		Pl. clearly mention
We accept all terms and conditions of the Tender Enquiry No. 1213-143 Dt 31.01.2013						

Authorised signatory with seal


 Director (Sales & Marketing)
 Bharat Heavy Electricals Limited
 Bharat Heavy Electricals (India) Limited
 (An ISO 9001:2008 Certified Industrial Valves Plant)
 141001, Industrial Estate, Goindwal (Tarn Taran)
 ਸ਼ਹੀਦ ਗੁਰੂ ਗੋਬਿੰਦ ਸਿੰਘ (ਬਾਹ ਸਿਰ) /Goindwal (Tarn Taran)