BHEL GOINDWAL	TERMS AND CONDITIONS FOR **(Tender Enquiry No. 1314-167 Dated: 15.01.2014)** **Item: SHIM**

Due Date of Opening: 29.01.2014

1. **INVITING TENDERS:**

Two-part sealed quotations are invited for manufacture and supply of Shims as per BHEL specifications/Drg/TDC/Dimension in the tender enquiry at following terms and conditions.

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 (as per annexure-A). 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.

Submission of two parts shall be as follows:

Bid	Bid description	Super scribing on envelope	*** Should contain ***
Part I	Techno-Commercial Offer	Part-I (Techno-Commercial) bid against tender enquiry no: 1314-167 dated 15.01.2014 due for opening on 29.01.2014	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	Price Bid	Part-II (Price) bid against tender enquiry no: 1314-167 dated 15.01.2014	***Price bid in the format attached.*** Bidder should mention prices of items in Words and Figure both. Prices should be FOR Goindwal Basis. 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 price mentioned in the price bid shall be considered invalid.

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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 1700 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.
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 valid for 60 days from the date of opening of the techno-commercial (Part-1) of the tender. In case of extension of tender opening date, the validity shall be deemed to be suitably revised.

3. **SCOPE OF SUPPLY:**
Material shall be supplied as per the applicable latest Technical Document ***TSBs*** Material Standard requirements/ Drawing No. National & International material Standards shall have to be arranged by vendors themselves.

4. **DELIVERY SCHEDULE:**
Supplies shall be affected and completed as per schedule mentioned in the POs. **Supplies of 50% qty shall be completed within 2 months and balance within next month from date of 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 PO/schedule requested. BHEL reserves the right not to accept the item after delivery date.

5. **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.

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 "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders. 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.
b. Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.
c. **It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.**
d. ***BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.***

8. **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) 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 not withstanding, 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

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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).

- **"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".**

10. **LOADING CRITERIA**

1. Tender quantity shall be divided in the proportion 60:20:20 (60% for L1, 20% for L2 and 20% for MSE's) in case the L1 vendor is not a MSE subject to following conditions:
   I. L2 acceptance of L1 rates.
   II. 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.
   III. 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.
   IV. In case any MSE vendor does not accept the counter offer, the above mentioned 20% quantity shall be offered to L2.
   V. If there is no MSE in the Price band of L1+15% then the 20% quantity shall be offered to L2 vendor.
   VI. If other suppliers (other than L1) are not under MSE then 60% qty will be offered to L1 and 40% qty will be offered to L2 supplier.
2. In case if the L1 vendor is MSE then quantity shall be provided as 60 % for L1, 36% for L2 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 L2 vendor.

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3. In case the L1 vendor is a MSE owned by a SC/ST then the 60% qty will be offered to L1 and 40% qty will be offered to L2 supplier.
   All above offered qty are subject to acceptance of L1 rates.
   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.
   If bidder does not give information about SC/ST category in the quotation and also does not submit any proof for being SC/ST in case he belongs to/mentions in quotation for being in SC/ST category, then it shall be assumed that the bidder belongs to the General category and no further clarification in this regard shall be taken from the bidder.

11. . **WARRANTEE:**
    Vendor shall give a guarantee of 18 months from the date of dispatch or 12 months from the date of put to use whichever is earlier against any manufacturing defects.

12. **Penalty for delay in delivery of material:**
    '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 clause will be applicable for delayed supplies @ 0.5% per week or part thereof subject to a maximum of 10.0 %.

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

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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.

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. **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 patties to the business.

19. **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.

20. **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.

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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.

21. 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

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.

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 with applicable taxes (item prices not to be mentioned)	Sealed envelope marked as Part-I "Techno-Commercial Bids"	Yes, Sealed
2.	Price Bid sealed in separate envelope superscribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-II "Price Bid"	Yes, sealed
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.0.1722(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

Annexure-A

(Dealer Authorization Certificate)

To
Bharat Heavy Electricals Limited
Industrial Valves Plant
Goindwal-143423, Punjab

Subject: Authorizing to give tender and order placement to M/s _____ (Name of the dealer/distributor).

Dear Sir,

We, M/s _____ (Name and address of the Manufacturer) will not deal directly with BHEL and thus authorize M/s_____ (Name and address of the dealer/distributor) to submit quotation and Order Execution.

Further, we ensure that M/s _____ (Name of dealer/distributor) is full capable to execute this tender/order.

For & On behalf of the Manufacturer
(Office Seal)

Place……
Date…….

Price Bid Annexure to Enquiry No.1314-167 Dated 15.01.2014 due date 29.01.2014

S.No	Code	Description of material	OD X ID X Tickness	Enquiry Qty (Nos.)	Unit Basic Price, Rs. per No (In Figure)	Unit Basic Price, Rs. per No (In Words)
1	G96110010000	SHIM 20X16.5X1	20X16.5X1	700	To be filled by Bidder	To be filled by Bidder
2	G96110020000	SHIM 22X14X1	22X14X1	1300	To be filled by Bidder	To be filled by Bidder
3	G96110030000	SHIM 25X16X1	25X16X1	2800	To be filled by Bidder	To be filled by Bidder
4	G96110040000	SHIM 32X21X1	32X21X1	700	To be filled by Bidder	To be filled by Bidder
5	G96110050000	SHIM 20X16.5X0.2	20X16.5X0.2	5000	To be filled by Bidder	To be filled by Bidder
6	G96110060000	SHIM 22X14X0.2	22X14X0.2	6000	To be filled by Bidder	To be filled by Bidder
7	G96110070000	SHIM 25X16X0.2	25X16X0.2	22000	To be filled by Bidder	To be filled by Bidder
8	G96110080000	SHIM 32X21X0.2	32X21X0.2	10000	To be filled by Bidder	To be filled by Bidder
9	G96110090000	SHIM 20X16.5X0.08	20X16.5X0.08	7500	To be filled by Bidder	To be filled by Bidder
10	G96110100000	SHIM 22X14X0.08	22X14X0.08	7500	To be filled by Bidder	To be filled by Bidder
11	G96110110000	SHIM 25X16X0.08	25X16X0.08	15000	To be filled by Bidder	To be filled by Bidder
12	G96110120000	SHIM 32X21X0.08	32X21X0.08	17500	To be filled by Bidder	To be filled by Bidder

Authorised signatory with seal

Techno-Commercial Bid Annexure to Enquiry No.1314-167 Dated 15.01.2014, Due date 29.01.2014

S.No	Code	Description of material	OD X ID X Tickness	Enquiry Qty (Nos.)	Quoted	Unit Basic Price, Rs. per pc.
1	G96110010000	SHIM 20X16.5X1	20X16.5X1	700	Yes/No	"Pl. see price bid"
2	G96110020000	SHIM 22X14X1	22X14X1	1300	Yes/No	"Pl. see price bid"
3	G96110030000	SHIM 25X16X1	25X16X1	2800	Yes/No	"Pl. see price bid"
4	G96110040000	SHIM 32X21X1	32X21X1	700	Yes/No	"Pl. see price bid"
5	G96110050000	SHIM 20X16.5X0.2	20X16.5X0.2	5000	Yes/No	"Pl. see price bid"
6	G96110060000	SHIM 22X14X0.2	22X14X0.2	6000	Yes/No	"Pl. see price bid"
7	G96110070000	SHIM 25X16X0.2	25X16X0.2	22000	Yes/No	"Pl. see price bid"
8	G96110080000	SHIM 32X21X0.2	32X21X0.2	10000	Yes/No	"Pl. see price bid"
9	G96110090000	SHIM 20X16.5X0.08	20X16.5X0.08	7500	Yes/No	"Pl. see price bid"
10	G96110100000	SHIM 22X14X0.08	22X14X0.08	7500	Yes/No	"Pl. see price bid"
11	G96110110000	SHIM 25X16X0.08	25X16X0.08	15000	Yes/No	"Pl. see price bid"
12	G96110120000	SHIM 32X21X0.08	32X21X0.08	17500	Yes/No	"Pl. see price bid"

*Excise Duty rate (mention in % if applicable, mention as **NIL** if not applicable)	Applicable/Not applicable	
	Extra/Inclusive	
	% if applicable	*Pl. clearly mention in % if applicable*
Cess on ED rate (mention in % if applicable)		
CST (%) / VAT (%)	Extra/Inclusive	
	%	
Validity of offers (**As per BHEL terms 60 days validity is required)**		*Pl. clearly mention*

The above prices are **Firm, without any price esclation; are Rs. per piece;** and **are on FOR Goindwal Sahib basis.**

We accept all terms and conditions of the Tender Enquiry No.1314-167 Dated 15.01.2014, Due date 29.01.2014

MSE Status	Yes/No	Yes/NO
	Micro/Small	Other
If Micro or small then owne	Yes/No	Yes/NO
of company belong to	SC/ST	Other

If Yes in Micro/Small/SC/ST, then send relevent document.

* For foregion supplier mention all applicable taxes and duties.

Authorised signatory with seal