



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry no. 1314-171 dated 21.01.2014, Due date of
opening 05.02.2014)

DUE DATE OF OPENING: 05.02.2014

1. INVITING TENDERS

Sealed tenders in two parts; Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited for supply of 'Civil Items' 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: 1314-171 dated 21.01.2014 due for opening on 05.02.2014.	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 in Second sealed envelope	Price Bid	Part-II (Price) bid against tender enquiry No: 1314-171 Dated: 21.01.2014	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. Anything other than price 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 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 1530 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 tendermm@bhelivp.in. Tender may be handed over to Sh Gurbax Singh/ Head MM or Sh Pranshu in case of bulky tenders.

2. PRICE QUOTATION

- 2a. CST, VAT & Excise duty + any cess on ED at the rates applicable shall be payable extra against ED Gate Pass valid for CENVAT benefit.
- 2b. **Order of enquiry item sl. No. shall be maintained in the quotation.**
- 2c. **The rates quoted shall be firm and fixed. No price variation is proposed and allowed.**



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2d. Rates quoted should be F.O.R Goindwal basis.

3. **VALIDITY OF OFFERS:**

The offers shall be kept open for acceptance for **10** days from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

4. **SCOPE OF SUPPLY**

Material shall be supplied as per standard mentioned. Material Standards shall have to be arranged by vendors themselves.

Unloading of the material will be done by the supplier only in the presence of BHEL person during working hours.

For Bricks: Any batch of material supplied with Mix of Poor quality shall be rejected and will not be unloaded. Bricks shall be copper red or brownish in colour with sharp edges.

For Sand and Aggregates: Any batch of material supplied with Mix or Flaky Aggregates shall be rejected and will not be unloaded.

5. **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 9), 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. **DELIVERY SCHEDULE:**

Supplies shall commence and completed as per schedule mentioned in the POs. We require material ***within 2months 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.

7. **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.

8. **TERMS OF PAYMENT:**

a. 80% payment would be released on receipt of material at site and submission of following documents:-

- i. Commercial invoice (in duplicate)
- ii. Excise invoice (in duplicate) (as applicable)
- iii. Original VAT invoice valid for claiming input tax credit, if applicable.
- iv. Guarantee Certificate (only for Bricks).

b. Balance 20% payment would be released on completion of Purchase order:-

- i. Copy of commercial Invoice in duplicate along with Delivery Challan.



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- ii. Copy of store receipt voucher.
- 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**
- f. **Payment shall be based on measurement of material supplied at site only.**

9. **GUARANTEE:**

The Bricks supplied shall be guaranteed for the confirmation of Class designation 7.5 and other requirements of IS 1077 and for any other manufacturing defects. If any discrepancy noticed during testing at the third party laboratory or during field testing by BHEL Engineers, the bricks will have to be replaced to Site free of cost. However, test results of third party test shall be final and binding on the vendor.

Removal of defective material from our Site shall be arranged by vendor at their own cost failing which BHEL shall arrange disposal at the risk & cost of bidder and subsequent replacement with a fresh acceptable material without jeopardizing project schedule and without any additional cost implication.

10. **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 inspection 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 information of readiness of material sufficiently in advance considering the delivery period stipulated in the purchase order.
- c. Latest applicable revisions of standards/procedures to be referred.
- d. 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.

11. **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.

12. **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.



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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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and



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date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be bidding on both the parties to the business.

18. 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.

19. 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.

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

20. 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.

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 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.



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- 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.

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-1) with applicable taxes (item prices not to be mentioned).	Sealed envelope marked as Part-I "Techno-Commercial Bids" Yes, Sealed
2.	Price Bid (Preferably in Annexure-2) 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

Annexure-1 (Unprice bid format) to Enquiry No.1314-171 Dated 21.01.2014, Due date 05.02.2014.

Enq Sl. No.	Description of material	Unit	Enquiry Qty	Price in Rs./Unit (Inclusive of All taxes and duties such as ED, cess, VAT,CST, Entry Tax, Octraior Any other tax levied by Govt.)
1	First Class (Awwal Bricks); Common burnt clay F.P.S. (non modular) bricks class designation 7.5; IS 1077	Numbers	200000	"Pl. see price bid"
2	Fine Aggregate			
2.1	Fine Sand (zone IV) IS 383 (for Plaster works)	Cubic Feet	1500	"Pl. see price bid"
2.2	Coarse Sand (zone III) IS 383 (for RCC works)	Cubic Feet	9600	"Pl. see price bid"
3	Coarse Aggregate			
3.1	Stone Aggregate (Single Size) : 10mm nominal size IS 383; Crushed and Angular in Shape	Cubic Feet	3200	"Pl. see price bid"
3.2	Stone Aggregate (Single Size) : 20mm nominal size IS 383; Crushed and Angular in Shape	Cubic Feet	7200	"Pl. see price bid"
3.3	Stone Aggregate (Single Size) : 40mm nominal size IS 383; Crushed and Angular in Shape	Cubic Feet	3200	"Pl. see price bid"

Validity of offers (**As per BHEL terms 10 days validity is required**)

"Pl. mention"

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

We accept all terms and conditions of the Tender Enquiry No. 1314-171 dated 21.01.2014

Authorised signatory with seal

Annexure-2 (Price Bid format) to Enquiry No.1314-171 Dated 21.01.2014, Due date 05.02.2014

Enq Sl. No.	Description of material	Unit	Enquiry Qty	Price in Rs./Unit (Inclusive of All taxes and duties such as ED, cess, VAT,CST, Entry Tax, Octraior Any other tax levied by Govt.)
1	First Class (Awwal Bricks); Common burnt clay F.P.S. (non modular) bricks class designation 7.5; IS 1077	Numbers	200000	"To be filled by vendor"
2	Fine Aggregate			
2.1	Fine Sand (zone IV) IS 383 (for Plaster works)	Cubic Feet	1500	"To be filled by vendor"
2.2	Coarse Sand (zone III) IS 383 (for RCC works)	Cubic Feet	9600	"To be filled by vendor"
3	Coarse Aggregate			
3.1	Stone Aggregate (Single Size) : 10mm nominal size IS 383; Crushed and Angular in Shape	Cubic Feet	3200	"To be filled by vendor"
3.2	Stone Aggregate (Single Size) : 20mm nominal size IS 383; Crushed and Angular in Shape	Cubic Feet	7200	"To be filled by vendor"
3.3	Stone Aggregate (Single Size) : 40mm nominal size IS 383; Crushed and Angular in Shape	Cubic Feet	3200	"To be filled by vendor"

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

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Nothing except prices will be considered in Price Bid.

Authorised signatory with seal