BHEL GOINDWAL	TERMS AND CONDITIONS FOR **(Tender Enquiry No. 1213-131 Dated 16.01.2013 Due date 01.02.2013)** **ITEM: Power module and control card of Siemens 840D & 802D**

DUE DATE OF OPENING: 01.02.2013

1. **INVITING TENDERS**

Tenders in two part bids are invited from ***authorized dealer of SIEMENS***.
Sealed tenders in two parts; Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited for supply of '***Power module and control card of Siemens 840D & 802D system***' 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:1213-131 dated 16.01.2013 due for opening on 01.02.2013	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.** 3. **Authorized dealer certificate of SIEMENS.**
Part II in Second sealed envelope	Price Bid	Part-II (Price) bid against tender enquiry No: 1213-131 Dated: 16.01.2013	***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. **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 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.

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

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arranged by vendors themselves. ***The requirement is for power module, control card for 840D & 802D system.***

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 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. ***MATERIAL TEST CERTIFICATES & GUARANTEE CERTIFICATES (for one year) TO BE PROVIDED WITH SUPPLIES.***

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4. 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. 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 not give counter-offer.

10. 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.

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 10.00 %.

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. 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

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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. MSME & MSE Certification:

If the bidder is registered as any of Micro/Small/Medium enterprise as defined in Micro Small and Medium Enterprises Development Act, 2006; a copy of registration certificate to be attached. 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.

19 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.

20 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.

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.

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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.

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@bhelivp.in or osho@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.

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:

- 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).

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BHEL GOINDWAL	TERMS AND CONDITIONS FOR **(Tender Enquiry No. 1213-131 Dated 16.01.2013 Due date 01.02.2013)** **ITEM: Power module and control card of Siemens 840D & 802D**

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) Authorized dealer certificate of SIEMEN	Sealed envelope marked as Part-I "Techno-Commercial Bids"	Yes, Sealed
2.	Price Bid (Preferably in Annexure-II) 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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BHARAT HEAVY ELECTRICALS LTD
IVP, GOINDWAL SAHIB
UNPRICE BID ANNEXURE

Annexure to Enquiry No. 1213-131 Dt 16.01.2013, due date of opening 01.02.2013

Material : Power module and control card of Siemens

S.No.	Matl Code	Desc	Qty (No)	Unit rates, FOR Goindwal Sahib	
				In Fig.	In Words
1	GWS67009375	POWER MODULE (2*50A) 6SN11231AB000CA3	1	"Not to be filled by supplier-Pls see price bid"	
2	GWS67009382	CONTROL CARD, 6SN11180DM330AA2	1		
3	GWS67009387	CONTROL CARD, 6SN11180NH110AA1	1		
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. 1213-131 Dt 16.01.2013					

Authorised signatory with seal

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BHARAT HEAVY ELECTRICALS LTD
IVP, GOINDWAL SAHIB
PRICE BID ANNEXURE

Annexure to Enquiry No. 1213-131 Dt 16.01.2013, due date of opening 01.02.2013

Material : Power module and control card of Siemens

S.No.	Matl Code	Desc	Qty (No)	Unit rates, FOR Goindwal Sahib	
				In Fig.	In Words
1	GWS67009375	POWER MODULE (2*50A) 6SN11231AB000CA3	1	Pls fill price here	
2	GWS67009382	CONTROL CARD, 6SN11180DM330AA2	1	Pls fill price here	
3	GWS67009387	CONTROL CARD, 6SN11180NH110AA1	1	Pls fill price here	
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. 1213-131 Dt 16.01.2013					

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