



BHEL
GOINDWAL

**TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1213-019 Dated: 21.04.2012 Due date of opening of Part-I&II:
28.05.2012)
Item: Name Plates & Direction Plate**

PRE-QUALIFICATION TERMS

- P1 Bidders should primarily be engaged in manufacturing/supply of Name Plates & Direction Plates for industrial use. BHEL may carry out evaluation of bidder's capability. Suppliers/dealers/distributors not engaged in manufacturing are required to submit authorised letters from the manufacturers of name plates supplied by them. It may also be noted that successful tenderers (those are non-manufacturers) will be allowed to supply material from these manufacturers only. BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. For verification of data presented for pre-qualification bid, BHEL may decide to visit the bidder(s) works. Any fact found deviating from bids during evaluation shall make the bidder liable to be disqualified.
- P2 **IF THE OFFER IS NOT ACCOMPANIED WITH ACCEPTANCE OF TERMS AND CONDITIONS, IT SHALL BE CONCLUDED THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE AND NO CLAIM WHATSOEVER SHALL BE ENTERTAINED LATERON.**
- P3 A copy of pre-qualification details can be submitted even before due date of opening for evaluation planning by BHEL.

COMMERCIAL TERMS

C1 Inviting Quotations:

Tenders in two part bids are invited. Tender is for supply of Name Plates & Direction Plates as per latest applicable standards/Drawings (with latest revision/amendment) mentioned below.

S.No	Material Code	Description	Standards/Drawings	Qty (Nos)
10.	220741280000	NM Direction Plate20x75	BPS 017510	5000
20.	220745580000	Cir Name Plate 36	BPS 017538	3000
30.	220745640000	Cir Name Plate 60	BPS 017538	4000
40.	220746490000	Name Plate 1373	4V137304047/01	30,000
50.	964563070000	Name Plate G001	4VG00190502/01	25,000

Sealed tenders in two parts; Part I: Techno-commercial bid and Part-II: Price bid are hereby invited as per applicable standards mentioned by BHEL. 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	Description	Superscription on envelope	Min documents to be submitted
Part-I	Pre-qualification & Techno-Commercial bid in response to tender enquiry no. 1213-019 Dated	PART-I: "Techno-Commercial Bid" Tender Enquiry no. 1213-019 Dated 21.04.2012 Due date of opening:	1. Registration details/filled registration format 2. Acceptance of all terms and conditions. 3. Un-priced (Prices not filled)



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	21.04.2012	28.05.2012 Sender:	format showing taxes and duties structure.
Part-II	Price bid in response to tender enquiry no. 1213-019 Dated 21.04.2012	PART-II: "Price Bid" Tender Enquiry no. 1213-019 Dated 21.04.2012 Sender:	Price bid duly filled prices in words also along with same taxes and duties as mentioned in unpriced bid.
PLEASE SEE AND FOLLOW THE CHECKLIST PROVIDED AT THE END			

All the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No. 1213-019 Dated 21.04.2012, item description as "Name Plates and Direction Plate" and due date of opening as 28.05.2012 time 1130 Hrs. on it.

Part-I: Techno-Commercial bid should contain

- a) The details/data/information/supporting documents as per requirement of Pre-Qualification Bid.
- b) Acceptance of Techno-Commercial terms and conditions should be attached next. This can be attached either by signing each page of terms and conditions or a confirmation statement.
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.
Any deviation proposed by bidder shall be considered by BHEL at its own discretion; and if finally considered, shall carry loading factor at the discretion of BHEL.
- c) **Un-priced** bid as per format attached. **All details, i.e. whether quoted for item, duties and taxes etc. should be filled.** Price Bid format without the price shall be provided with Part II.

Sealed quotations shall reach by 1100 hrs on due date. Part-I shall be opened on due date at 1130 Hrs. Based on evaluation of pre-qualification and/or techno-commercial offers, Price bids of bidders who qualify from pre-bid qualification and techno-commercial evaluation shall be opened. Date of opening of Price bid shall be informed to all successful bidders.

Part II: Price Bids:

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.

No Other format shall be used for submitting the price bid. Any variation in Unit of Supply other than that mentioned in the Price bid format shall not be accepted.

Anything other than price mentioned in the price bid shall be considered invalid.

Duties shall be payable extra against ED Gate Pass valid for CENVAT benefit.

Price quoted shall be firm and not subject to any escalation during the contract execution.

Price should be quoted on FOR Destination Goindwal Sahib basis. If not mentioned, it shall be concluded that the offer is on FOR Destination Goindwal Sahib basis. In case rates are Ex-Works basis, loading of expenses i.e., freight, transit insurance shall be done by BHEL at its discretion to arrive at Landed prices. Comparison shall be done at Landed cost to BHEL.

All amounts shall be indicated both in words as well as figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attached. 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.



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C2 **Validity of offers:**

Offers shall be valid for 45 days from due date of opening. In case of extension of tender opening date, the validity shall be suitably revised.

C3 **Terms of payment:**

C3.1 Due payment against supplies received shall be made within 30-45 days of receipt and clearance of material and receipt of following dispatch documents.

C3.2 In case of any deviation from standard payment term mentioned BHEL at it's discretion may load on the item price at prime lending rate of SBI + 2% for the period of relaxation sought by bidder.

C3.3 Commercial invoice (in duplicate).

C3.4 Original VAT invoice valid for claiming input tax credit.

C3.5 Material test certificates, Compliance Certificate, Guarantee certificate & Inspection clearance certificate released at the time of Pre-Despatch inspection at vendor's works, if any.

C3.6 Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.

C3.7 BHEL will not be responsible for delays in release of payment on account of discrepancies in documentation, so vendor has to ensure compliance to documentation requirement

C3.8 BHEL releases payment through EFT mode. Vendor can provide the necessary details by obtaining format before release of payment while supplying the material

C4 **Delivery schedule:**

Supplies shall be affected and completed as per schedule mentioned in the POs. Supplies are to be completed **within two months period from placement of PO**. Vendor shall be required to complete the order as per the BHEL schedule requested.

C5 **Counter Offers:**

BHEL reserves the right to negotiate with L1 or re-float the tender in case the quoted prices are not acceptable. BHEL may give counter-offer to vendors other than L1 & except highest bidder, in order to have broader vendors base for ensuring timely delivery. Counter offers shall be given for items at sl no 40 and 50.

C6 **Loading:**

Tender shall be divided between L1 & L2 in ratio 60:40 subject to

a. L2 acceptance of L1 rates

This ratio can be altered in case of any failure on part of L1 regarding delivery commitment/quantity of material.

b. If L2 does not accept the counter offer, L3 and so on shall be contacted (provided L3 or next bidder is not highest bidder).

C7 **Access to Manufacturing Premises:**

For evaluation & during the currency of execution of contract, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of contract. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL, if our contractual requirements with our customers call for the same.



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- C8 **MSE Certification**
If the bidder is registered as any of Micro/Small enterprise as defined in Micro Small and Medium Enterprises Development Act, 2006; a copy of registration certificate to be attached.
- C9 **Preferences to MSEs**
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
- C10 **Scope of Supply**
Material shall be supplied as per the applicable latest drawing as given with this enquiry.
- C11 **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, Inspection reports and Compliance/Guarantee Certificates are to be provided along with the supplies of all items.
d. Latest applicable revisions of standards/procedures to be referred. 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.
- C12 **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.
- C13 **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 11), 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.
- C14 **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.
- C15 **Quantity:**
Item quantity may vary by 5.0% on positive side on total order quantity.
- C16 **Risk Purchase**



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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.

C17 **Penalty for late delivery**

'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders shall be made within the time limit prescribed therein. Penalty for late delivery clause will be applicable for delayed supplies @ 0.5% per week or part thereof subject to a maximum of 5%. Once the delivery period mentioned has expired, and BHEL may or may not take the delivery of item.

C18 **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 instalment shall not be deemed a waiver of time in respect of remaining deliveries.

C19 **Arbitration:**

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.

C20 **Jurisdiction:**

The court of the place from where the purchase order is issued shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

C21 **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.

C22 **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



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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.

C23 **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.

C24 **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 accept or reject any part or whole of the tender 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.
- c) BHEL reserves the right to short close the contract at any time. The quantity supplied or requirement intimated by BHEL will stand as it is, but contract may be close for further supplies, if no further requirement exists.
- d) Please submit acceptance of all techno-commercial terms along with quotation. If nothing is mentioned for any term, it shall be concluded that the same is acceptable.
- e) Performance of suppliers shall be monitored periodically by user department of BHEL.
- f) BHEL reserves the right to cancel/ refloat the tender, if the prices are abnormally higher than estimates. Further, BHEL reserve the right to negotiate with L1 vendor.
- g) **Bidders, who are not currently on registered list of BHEL IVP Goindwal Sahib, may submit duly filled format for "Vendor Registration form". This duly filled form can be submitted separately.** The form can be downloaded from our website www.bhel.com or can be requested at vishal@bheliivp.in or aditya@bheliivp.in
- a) 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. Duly filled form can be submitted along with/separately, which is required for evaluation/records if the vendor gets order through this tender.

Authorized signatory
IVP, BHEL Goindwal Sahib