

**Annexure-I to Enquiry No. 1415-090 Dated 30.09.2014, Due date 15.10.2014**

**Un-Price Bid Format**

Enq Sl. No.	Code	Description of material	IS Standard Reference	Enquiry Qty (Nos.)	Quoted	Unit Basic Price, Rs.
1	GWT67014042	Spanner, size 24-27"	IS 2028-2004	20	Yes/No	"Pl. see price bid"
2	GWT67014063	D SPANNER 16-17		15	Yes/No	"Pl. see price bid"
3	GWT67014065	D SPANNER 30-32		15	Yes/No	"Pl. see price bid"
4	GWT67014066	D SPANNER 36-41		15	Yes/No	"Pl. see price bid"
5	GWT67014043	D SPANNER 6-7		20	Yes/No	"Pl. see price bid"
6	GWT67014044	D SPANNER 10-11		20	Yes/No	"Pl. see price bid"
7	GWT67014045	D SPANNER 12-13		20	Yes/No	"Pl. see price bid"
8	GWT67014067	D SPANNER 41-46		15	Yes/No	"Pl. see price bid"
9	GWT67014061	Ring Spanner, size 34-36	IS 2029-1998	10	Yes/No	"Pl. see price bid"
10	GWT67014076	D SPANNER 50-55	IS 2028-2004	4	Yes/No	"Pl. see price bid"
11	GWT67014041	D Spanner, size 18-19		10	Yes/No	"Pl. see price bid"

Excise Duty rate (mention in % if applicable, mention as <b>NIL</b> if not applicable)		Applicable/Not applicable
		Extra/Inclusive
	% if applicable	<i>Pl. clearly mention in % if applicable</i>
Cess on ED rate (mention in % if applicable)		
CST (%) / VAT (%)	Extra/Inclusive	
	%	
Validity of offers ( <b>As per BHEL terms 45 days validity is required</b> )		<i>Pl. clearly mention</i>

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

We accept all terms and conditions of the Tender Enquiry No. 1415-090 Dated 30.09.2014


Authorised signatory with seal

**Annexure-II to Enquiry No. 1415-090 Dated 30.09.2014, Due date 15.10.2014****Price Bid Format**

Enq Sl. No.	Material Code	Description of material	IS Standard Reference	Enquiry Qty (Nos.)	Unit Basic Price, Rs.
1	GWT67014042	Spanner, size 24-27"	IS 2028-2004	20	"To be filled by vendor"
2	GWT67014063	D SPANNER 16-17		15	"To be filled by vendor"
3	GWT67014065	D SPANNER 30-32		15	"To be filled by vendor"
4	GWT67014066	D SPANNER 36-41		15	"To be filled by vendor"
5	GWT67014043	D SPANNER 6-7		20	"To be filled by vendor"
6	GWT67014044	D SPANNER 10-11		20	"To be filled by vendor"
7	GWT67014045	D SPANNER 12-13		20	"To be filled by vendor"
8	GWT67014067	D SPANNER 41-46		15	"To be filled by vendor"
9	GWT67014061	Ring Spanner, size 34-36	IS 2029-1998	10	"To be filled by vendor"
10	GWT67014076	D SPANNER 50-55	IS 2028-2004	4	"To be filled by vendor"
11	GWT67014041	D Spanner, size 18-19		10	"To be filled by vendor"

Nothing except prices will be entertained in part-II of tender.

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 <b>BHEL</b> GOINDWAL	<b>TERMS AND CONDITIONS FOR</b> <b>(Tender Enquiry No. 1415-090 Dated 30.09.2014 Due date 15.10.2014)</b> <b>ITEM: Spanners</b>
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**I. INVITING QUOTATIONS**

Sealed Bid submission in two part Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited for manufacturing and supply of "Spanners" as per Material Standards (as per latest revision applicable), TDCs and other technical documents referred in these documents. The relevant documents are attached with the Enquiry.

**This is MSE reserved item; hence procurement will be preferred from MSE manufacturers or dealer/agent who provides MSE documents of their manufacturer. In case no such quotation is received, then only quotation of non MSE manufacturer or any authorized dealer/agent will be considered.**

**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. 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.**

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	Techno-Commercial bid in response to Tender Enquiry No. 1415-090 Dated 30.09.2014	PART-I: "Techno-Commercial Bid"	1. Acceptance of all terms and conditions.
		Tender Enquiry No. 1415-090 Dated 30.09.2014	2. Un-priced (Prices not filled) format showing taxes and duties structure.
		Due Date of opening: 15.10.2014	3 Compliance to makes specified
		Sender :	
Part-II	Price bid in response to Tender Enquiry No. 1415-090 Dated 30.09.2014	PART-II: "Price Bid"	Price bid duly filled prices in words & figures.
		Tender Enquiry No. 1415-090 Dated 30.09.2014	
		Sender :	
<b>PLEASE SEE AND FOLLOW THE CHECKLIST PROVIDED AT THE END</b>			

Both two sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No., item description as "Spanners" and due date of opening and time.

**Part-I: Techno-Commercial bid should contain**

- a) 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.
- b) 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 I.
- c) 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.

Sealed quotations shall reach by 1500 Hrs on due date. Part-I shall be opened on due date at 1530 Hrs. Based on evaluation of techno-commercial offers. Price bids of bidders who qualify from techno-commercial evaluation shall be opened. Date of opening of Price bid shall be informed to all successful bidders. BHEL may open Part-II on same day at 1700 Hrs.

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*For Kunal*



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**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. If there is some discrepancy in Price Bid rates than the rates quoted in words shall be accepted. 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. 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 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 Delivery Conditions (TDC) Material Standard requirements/BPS/Drawing and other requirement as given in the Purchase Order. National & International material Standards shall have to be arranged by vendors themselves. Please refer bid annexure for technical specifications.

**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 45 days from PO placement**. 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.

*Deep Kumar*



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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:

- 7.1. Due payment against supplies received shall be made within 30-45 days of acceptance of received material at IVP Goindwal and receipt of following dispatch documents. In case of any deviation from standard payment term mentioned BHEL at its discretion may load on the item price at base rate of SBI + 6% for the period of relaxation sought by bidder.
- 7.2. Documents to be submitted
  - 7.2.1. Commercial invoice (in duplicate)
  - 7.2.2. Excise invoice (in duplicate) valid for claiming CENVAT credit
  - 7.2.3. Original VAT invoice valid for claiming input tax credit, if applicable
  - 7.2.4. Material Test Certificates (MTC) and
  - 7.2.5. Compliance Certificate.
- 7.3. Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.
- 7.4. **It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.**
- 7.5. **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. Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.
3. **Material Test Certificates (MTC), Inspection reports and Compliance are to be provided along with the supplies. Visual inspection at Goindwal**
4. 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 not give counter-offer except MSE preference clause.

10. PENALTY FOR LATE DELIVERY:



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'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.

**14. 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.

**15. 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.

**16. MSME & MSE Certification:**

*Handwritten signature: Rakesh Kumar*



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MSE suppliers can avail the indented benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (five 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 where deemed validity of EM II certificate of five year has been expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part-I in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the opening required documents are to be uploaded on the portal. Documents where attestation requirement is there, should be notarized or attested by the Gazetted officer.

“The enterprises which graduates from Micro and Small Enterprises to Medium Enterprises and even beyond the purview of MSMED act, as on dated 01.04.2013, shall also be entitled to MSE benefits earmarked in the MSMED Act for next three years subject to their submission of necessary documents (i.e. confirming the Micro and Small Nature as on dated 31.03.2013 and Medium nature afterwards)”

**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.

**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. 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.

*Prateek Kumar*



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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.

**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](http://www.bhel.com).

**21. 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).

**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.

*Rishi Kumar*

**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-II) ..... dtd:.....,  
Category: ..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... 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.O.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

**(Strike off whichever is not applicable)**

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.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:



(Signature)

Name -

Membership number -

Seal of Chartered Accountant