

(TEC- DEPARTMENT)

PART - A

1. Sealed tenders in two parts; Part-I: Techno-commercial bids and Part-II: Price bids are invited for calibration of Thread Plug/Ring gauges (ACME and TRAPEZOIDAL threads).

The two bids should be submitted in separate inner envelopes duly mentioning the detail as follows:

Bid	Description	Superscription on envelope	Documents to be submitted
Part-I	Techno-Commercial bid in response to Tender Enquiry No. BHE:IVP:TEC:CALIBRATION: DATED: 07.08.2014.	PART-I "Techno-Commercial Bid". NIT No. _____ dated _____ Tender Enquiry No. _____ BHE:IVP:TEC:CALIBRATION DATED: 07.08.2014 . Due date of opening: 29.08.2014 Sender:	Acceptance of all terms and conditions. Taxes applicable, if any, are to be mentioned in this part bid. Copy of MSME/SSI/NSIC Certificate. Copy of CA Certificate (if applicable).
Part-II	Price bid in response to Tender Enquiry No. BHE:IVP: TEC:CALIBRATION: DATED: 07.08.2014.	PART-II "Price Bid" NIT No. _____ Dated _____ Tender Enquiry No. _____ BHE:IVP: TEC:CALIBRATION:DATED: 07.08.2014.	Price bid duly filled prices in numbers and words along with the taxes as mentioned in un-priced bid.

Part-I: Techno-Commercial bid should contain:

- 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. **Additionally, Copy of MSME/SSI/NSIC Certificate is to be attached along with Techno Commercial bid. Copy of CA Certificate certifying quantum of investment in Plant and machinery (Please refer clause 23) if applicable, should also be attached.**
- Unprice bid, filling all other details except unit price.

Both, the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No. and due date of opening & sender's address on it. Quotations should reach us by 1100 Hrs. on or before 29.08.2014. Sealed tender can be dropped in tender box marked as "TENDER BOX". This tender box is located at entrance of administrative building of IVP Goindwal.

Techno-Commercial bid shall be opened at 14:30 Hrs. on same day, i.e. 29.08.2014 at Conference Hall IVP Goindwal. For finalizing prices, BHEL will open the sealed price bids (Part-II).

Based on evaluation of techno-commercial offer, Price bid of the bidder, who qualifies from techno-commercial evaluation, shall be opened on 29.08.2014 at 16:00 Hrs. In case not opened on the same day, Parties will be intimated.

2. PRICE QUOTATION SHALL BE AS PER UNDER:

The gauges are to be calibrated as per the ANNEXURE-I, minimum rates are to be quoted by the Vendor (hereinafter referred as Vendor) on **per set basis (GO and NO GO gauges)** and on EX-WORKS Basis.

- Rates shall be inclusive of all statutory levies as applicable, excluding Service Tax which will be extra.
- Contractor should quote rates for one each sizes of gauges **per set basis (GO and NO GO gauges)**.
- Our Tin No. is 03021035905.

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3. SCOPE OF WORK:

- a) The scope of work includes calibration of thread gauges as per set industry standards and as mentioned in TEC purchase order.
- b) BHEL shall provide gauges for calibration as mentioned in ANNEXURE-I .
- c) **Quantity variation : +/- 20% (SET)**

4. VALIDITY OF OFFER:

The rate quoted will be valid for 60 days after tender opening for finalization of the tender.

5. LOADING:

- a) BHEL reserves the right to negotiate with L1 vendor or re-float the tender, in case the quoted prices are not acceptable.
- b) The L1 vendor will be offered the individual items and no counter offer shall be given.
- c) In case two or more vendors have quoted same rates and a tie-break situation arises, then the vendor whose total quoted value for the tender is lower will be awarded the load for the respective item(s).
- d) All the above conditions shall be true only when conditions for clause 23: Preferences for MSE's are fulfilled.

6. Security Deposit

The successful Tenderer has to submit Security deposit amounting equivalent to 10% of the total value of Purchase Order and all applicable taxes & duties. The vendor will be intimated regarding the security deposit amount before placement of purchase order. The vendor has to submit the same within 15 days of intimation, in the form of **Demand Draft** drawn on **PNB/SBI/HDFC/UBI/Punjab & Sind Bank** in favour of '**Bharat Heavy Electricals Limited**' Goindwal Sahib payable at Goindwal Sahib.

7. INSPECTION:

- a) Inspection of the calibrated gauges will be done by the vendor and suitable dimension reports and certificates for calibration are to be provided at the time of delivery of the gauges.
- b) The vendor has to provide the calibration certificate with **validity of two years**.
- c) In case of rejection at vendors end due to operator fault, the original cost of gauge along with any other relevant charges will be recovered from the running bills.

8. DELIVERY OF FINISHED COMPONENTS:

- a) Calibrated gauges along with calibration certificates and dimension reports shall be collected by BHEL representatives on the written intimation date provided for delivery by the vendor.
- b) The vendor has to provide all calibrated gauges in a complete lot provided by the BHEL.
- c) Description of gauges shall be embossed on each piece and additional markings/stamping on the existing gauges should not be altered or damaged.
- d) The vendor shall supply the calibrated gauges with proper packing arrangement.

9. DELIVERY SCHEDULE:

Vendor shall be required to complete the order as mentioned in Work Order/LOI/ delivery requirement given through other communications. Further, BHEL may release delivery schedule from time to time based upon our requirement. Vendor shall be required to complete the Work order as per the BHEL schedule requested.



10. ACCESS TO MANUFACTURING PREMISES:

During the currency of the contract and while TEC Work Order placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the calibration facilities for the purpose of monitoring the progress of Work Order.

11. GUARANTEE:

The Gauges are to be calibrated as per applicable industry standards and should be free from any defects. If the gauges are found defective after receipt of the gauges from vendor premises, total cost will be recovered from vendor as per clause no. 7c.

12. CONFIDENTIALITY OF BHEL DRAWINGS/DOCUMENTS:

Vendor/s shall ensure confidentiality of BHEL drawings and documents issued to them and shall not pass on the same to any unauthorized agency/person. Violation of the same shall tantamount to cancellation of the contract of the vendor.

13. TERMS OF PAYMENT:

- a) Due payment against job work done shall be made within 30-45 days from receipt of accepted material at IVP Goindwal and receipt of following documents:
 - i. Two copies of Invoice i.e. Original & Duplicate for Transporter
 - ii. Returnable Gate Pass Copy
- b) The rejected material should also be deposited along with the accepted material through Returnable Gate Pass.

BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.

14. FIRM PRICES:

The contract shall be on the basis of firm prices. No variation in price shall be entertained during the currency of the Tender.

15. PENALTY AND TERMINATION:

- a) If the vendor fails to deliver the material or any installment thereof within the period fixed for such delivery or at any time repudiates the purchase order before the expiry of such period, BHEL may without prejudice to the right of the vendor imposed damages for breach of the Purchase order.
- b) Recovery from the Vendor liquidated damages a sum equivalent to 0.5% of the price of any stores which the Vendor has failed to deliver within the period fixed for delivery in the order for each week or part of a week (subject to a maximum of 10% of the price) during which the delivery of such components may be in arrears and where delivery thereof is accepted after expiry of the aforesaid period, or
- c) Cancel the TEC Work Order or a portion thereof and if so desired Sub-Contract the materials not so delivered at the risk and cost of the Vendor. If the Vendor has defaulted in the performance of the original order, the BHEL shall have the right to ignore its tender for risk purchase even though the lowest. Where action is taken under this clause, the Vendor shall be liable, for any loss which the BHEL may incur due to the Vendor failure to deliver the component within the period fixed for such delivery.

16. 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.

17. DISPUTES/ARBITRATION:

In the event of any dispute and /or difference arising between the Vendor and BHEL as to interpretation and/or execution of the Tender 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.

18. JURISDICTION:

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

19. SUB-LETTING:

The TEC Purchase order or any part thereof shall not be Sub-contracted, assigned or otherwise transferred without giving the notification to BHEL in writing.

20. MISCELLANEOUS:

- a) BHEL reserves the right to accept or reject any part or whole of the tender without assigning any reason thereof.
- b) BHEL reserves the right to discontinue any gauges for calibration during the currency of tender.
- c) The identification and traceability for Gauges submitted by BHEL shall be maintained by vendor during processing and onward final handing over the calibrated/rejected gauges to BHEL Representative. BHEL reserves the right to verify the compositions/mechanical/chemical properties of parent material at any stage of processing at vendor's end.

21. DEALING WITH BANNED SUPPLIERS /CONTRACTORS:

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 up to 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.

23. 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:

- a) 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- b) 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.
- c) EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents.
- d) 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)**

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from 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 years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the 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 above required documents are to be uploaded on the portal. Documents should be notarized or attested by a gazetted officer.

Necessary Document to be submitted in Part-I:

- Acceptance of all techno-commercial terms and conditions. **If nothing is mentioned for any terms and condition, it shall be concluded that the same is accepted.**
- Copy of MSME/SSI/NSIC Certificate (if applicable).

- **Copy of CA Certificate certifying quantum of investment in Plant and machinery (if applicable - please refer Clause 23)**
- **Un-priced bid with all taxes and duties (extra/inclusive) and % mentioned.**

Document to be submitted in Part-II:

- a) **Rates for each sizes of gauges per set basis (GO and NO GO gauges) mentioned in figures as well as in words in ANNEXURE-I. No other condition shall be mentioned.**

For and on behalf of BHEL



J.S.Sohal
Manager/TEC

Techno-Commercial Bid (Unpriced Bid) Annexure to Enquiry No.BHE:IVP:TEC:CALIBRATION Dated 07.08.2014

Vendor Name (Must be Filled) :

S.No.	Description	Type of thread	Unit	No. of sets to be calibrated	Quoted (Yes/No)	Unit Basic Price, Rs. per Set (In Figs and Words)
1	Thread plug Gauge (GO & NO GO) Upto 1 inch	Trapezoidal	Set	2		
2	Thread plug Gauge (GO & NO GO) Above 1 inch & Upto 2 inch	Trapezoidal	Set	19		
3	Thread plug Gauge (GO & NO GO) Above 2 inch & Upto 3 inch	Trapezoidal	Set	1		
4	Thread Ring Gauge (GO & NO GO) Upto 1 inch	Trapezoidal	Set	3		
5	Thread Ring Gauge (GO & NO GO) Above 1 inch & Upto 2 inch	Trapezoidal	Set	17		
6	Thread Ring Gauge (GO & NO GO) Above 2 inch & Upto 3 inch	Trapezoidal	Set	4		
7	Thread plug Gauge (GO & NO GO) Upto 1 inch	ACME	Set	13		
8	Thread plug Gauge (GO & NO GO) Above 1 inch & Upto 2 inch	ACME	Set	37		
9	Thread plug Gauge (GO & NO GO) Above 2 inch & Upto 3 inch	ACME	Set	9		
10	Thread Ring Gauge (GO & NO GO) Upto 1 inch	ACME	Set	4		
11	Thread Ring Gauge (GO & NO GO) Above 1 inch & Upto 2 inch	ACME	Set	19		
12	Thread Ring Gauge (GO & NO GO) Above 2 inch & Upto 3 inch	ACME	Set	7		
SERVICE TAX % Rate						

Please see Price Bid'

Validity of offers (As per BHEL terms 60 days validity is required)

The above prices are Firm, without any price escalation; are Rs. per set of GO & NO GO Gauges; and are on EX-WORKS basis.

1	Is your Firm registered as MSE? If Yes Kindly Submit your MSME/SSI/NSIC Certificate.	Yes/No
2	Is the Ownership of your Firm Covered under ST/SC Category? If yes Please Submit relevant documents.	Yes/No

We accept all terms and conditions of the Tender Enquiry No.BHE:IVP:TEC:CALIBRATION Dated 07.08.2014

Authorised signatory with seal

PRICE BID

ANNEXURE - I

Price Bid Annexure to Enquiry No.BHE:IVP:TEC:CALIBRATION Dated 07.08.2014

Vendor Name (Must be Filled) :

S.No.	Description	Type of thread	Unit	No.of sets to be calibrated	Rates in Rs. Per SET of GO & NOGO (in figures)	Rates in Rs. Per SET of GO & NOGO (in words)
1	Thread plug Gauge (GO & NO GO) Upto 1 inch	Trapezoidal	Set	2		
2	Thread plug Gauge (GO & NO GO) Above 1 inch & Upto 2 inch	Trapezoidal	Set	19		
3	Thread plug Gauge (GO & NO GO) Above 2 inch & Upto 3 inch	Trapezoidal	Set	1		
1	Thread Ring Gauge (GO & NO GO) Upto 1 inch	Trapezoidal	Set	3		
2	Thread Ring Gauge (GO & NO GO) Above 1 inch & Upto 2 inch	Trapezoidal	Set	17		
3	Thread Ring Gauge (GO & NO GO) Above 2 inch & Upto 3 inch	Trapezoidal	Set	4		
1	Thread plug Gauge (GO & NO GO) Upto 1 inch	ACME	Set	13		
2	Thread plug Gauge (GO & NO GO) Above 1 inch & Upto 2 inch	ACME	Set	37		
3	Thread plug Gauge (GO & NO GO) Above 2 inch & Upto 3 inch	ACME	Set	9		
1	Thread Ring Gauge (GO & NO GO) Upto 1 inch	ACME	Set	4		
2	Thread Ring Gauge (GO & NO GO) Above 1 inch & Upto 2 inch	ACME	Set	19		
3	Thread Ring Gauge (GO & NO GO) Above 2 inch & Upto 3 inch	ACME	Set	7		

SERVICE TAX _____ % Rate

- Note :**
1. Rates should be quoted for a set of GO & NOGO Gauges.
 2. Service Tax shall be extra as applicable from time to time.
 3. Transportation charges shall be borne by BHEL.

Authorised signatory with seal

**FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT WITH
SEFT/RTGS ENABLED BANK BRANCH**

Sub: E-payments vide SEFT/RTGS - Reg.

VENDOR CODE AS PER BHEL	:	
VENDOR NAME AS PER BANK RECORDS	:	
ACCOUNT TYPE	:	
BANK ACCOUNT NUMBER	:	
NAME & ADDRESS OF THE BANK	:	
BRANCH CODE	:	
BRANCH RTGS CODE	:	
BRANCH MICR CODE	:	
NAME OF THE AUTHORISED SIGNAROTY	:	

I/we confirm that I/We will bear the charges, if any levied by my/our bank for the credit of SEFT/RTGS amounts in our account.

For.....

SIGNATURE
(Authorized signatory)

Date:

We confirm that we are enabled for receiving SEFT/RTGS credits and we further confirm that the account number, the signature of the authorized signatory, branch code, RTGS code and MICR code of our branch mentioned above are correct.

BANK VERIFICATION
(Manger's/Officer's signature under bank stamp)

Date: