



TERMS AND CONDITIONS FOR  
(Tender Enquiry No. 1415-094 Dated 11.10.2014 Due date 01.11.2014)  
ITEM: Spray Painting Gun

**DUE DATE OF OPENING: 01.11.2014**

**I. INVITING TENDERS**

Tenders in two part bids are invited from manufacturers/dealers for supply of Spray Painting Gun. Following point need to be noted by manufacturers and dealers as follows-

**For manufacturers-**

**Procurement shall be preferred from manufacturers. In case manufacturer insist 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.**

Sealed tenders in two parts; Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited for supply of 'Spray Painting Gun' 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:1415-094 dated 11.10.2014 due for opening on 01.11.2014	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. <b>Un-priced bid as per format attached. All details, i.e. whether quoted for item, duties and taxes etc. should be filled.</b>
Part II in Second sealed envelope	Price Bid	Part-II (Price) bid against tender enquiry No: 1415-094 Dated: 11.10.2014	<b>Price bid in the format attached. Anything other than prices mentioned in the price bid shall be considered invalid</b>

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. For any clarification you can contact on email id [tendermm@bhelivp.in](mailto:tendermm@bhelivp.in). CST, VAT & Excise duty + any cess on ED at the rates applicable shall be payable extra against ED Gate Pass valid for CENVAT benefit. Rates should clearly mention basic price of the item.. Unloading of material at Main Stores of BHEL shall be arranged by BHEL. Order of enquiry item sl. No. shall be maintained in the quotation. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.

**2. VALIDITY OF OFFERS:**



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The offers shall be kept open for acceptance for 60 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 arranged by vendors themselves. The requirement is for Manual Spray Painting Gun as per below technical specification:-

- Manual spray painting gun with Plastic Gravity Feed Cup (600 ml)
- Air pressure- 6 Bar
- Material Temperature upto -50oC
- Gun should be compact in size and of less Weight so that fatigue proof operation for the operator.
- The gravity feed cup can be easily removed and open sealed
- Seals in contact with paint shall be solvent resistant.
- Gun shall have a stainless steel needle/nozzle and an ergonomic design with highly compressed/forged aluminum body .The body of the spray gun shall be painted with high quality paint.
- Suitable for conventional atomization from 2 bar to 4 bar.
- Flat jet nozzle size- 1.5 mm Ø (Standard) with standard air caps.
- Standard Accessories with Spray Painting Gun: - 5 Nos Nozzles 1.5 mm Ø & 5 Nos Nozzle insert.

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. 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 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.  
BHEL releases the payment through eft mode, to make the payment realization faster. It is advised to suppliers to submit details, if already not submitted.
  - i. Commercial invoice (in duplicate)
  - ii. Excise invoice (in duplicate) valid for claiming CENVAT credit



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- iii. Original VAT invoice valid for claiming input tax credit, if applicable
- iv. Material Test Certificates (MTC) and
- v. Compliance Certificate.
- b. Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.
- c. *It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.*
- d. *BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.*

8. 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. Latest applicable revisions of standards/procedures to be referred.
- c. Guarantee certificate/Load test certificates required along with supplies
- 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.

9. COUNTER OFFERS

BHEL reserves the right to negotiate with L1 or re-float the tender in case the quoted prices are not acceptable. Counter offer will be given only to the MSE vendors as per below terms:-

- a. Only One number of spray painting gun will be given as a counter offer quantity.
- b. If there are more than one vendor for the counter offered items than the lowest bidder will be given the counter offer first on his non acceptance other MSE bidder falling in L1+15% range will be approached.
- c. If there is no MSE bidder in the L1+15% range or no MSE vendor accepts the counter offer than the whole quantity will be offered to L1 bidder.
- d. Before giving the counter offer to MSE bidder, his MSE nature will be verified according to the documents mentioned in the clause 23. If documents will not be in line with clause 23 then no counter offer will be given.

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.



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**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. 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.

**18. 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



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where deadline time for transaction is not specifically declared by either or both the parties to the business.

**19. 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.

**20. 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.
- 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.

**21. 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).

**22. 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](http://www.bhel.com) or can be requested at [gss@bhelivp.in](mailto:gss@bhelivp.in) or [pranshu@bhelivp.in](mailto:pranshu@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.

**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:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.



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- 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).
- Below are the documents which need to be submitted for proving the MSE nature:

"MSE suppliers can avail the intended benefits only if they submit along with the 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 attested copy of a CA certificate (Format enclosed at Annexure -1 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 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening. If the tender is to be submitted through a procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

24. 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.



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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-II) with applicable taxes (item prices not to be mentioned) (3) Authorized dealer certificate if any (4) Compliance to specified makes	Sealed envelope marked as Part-I "Techno-Commercial Bids"  Yes, Sealed
2.	Price Bid (Preferably in Annexure-III) 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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Annexure-I

**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-11) ..... dtd:.....  
Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on  
date..... 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

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.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

**BHARAT HEAVY ELECTRICALS LTD  
IVP, GOINDWAL SAHIB  
UNPRICE BID ANNEXURE**

Annexure-II to Enquiry No. 1415-094 Dt 11.10.2014, due date of opening 01.11.2014

Material : Spray Painting Gun

S.No.	Matl Code	Material Description	Qty (No)	Unit rates, FOR Goindwal Sahib
1	GWS67009435	Spary Painting Gun	4	"Not to be filled by supplier-Pls see price bid"

<u>Technical Specification for Spray Painting Gun</u>	Accepted (yes/No)	Deviation (if Any)
• Manual spray painting gun with Plastic Gravity Feed Cup (600 ml)		
• Air pressure- 6 Bar		
• Material Temperature upto -50°C		
• Gun should be compact in size and of less Weight so that fatigue proof operation for the operator.		
• The gravity feed cup can be easily removed and open sealed		
• Seals in contact with paint shall be solvent resistant.		
• Gun shall have a stainless steel needle/nozzle and an ergonomic design with highly compressed/forged aluminum body .The body of the spray gun shall be painted with high quality paint.		
• Suitable for conventional atomization from 2 bar to 4 bar.		
• Flat jet nozzle size- 1.5 mm Ø (Standard) with standard air caps.		
<b>Standard Accessories</b> with Spray Painting Gun: - 5 Nos Nozzles 1.5 mm Ø & 5 Nos Nozzle insert.		

<u>Commercial details</u>		
Excise Duty rate (mention in % if applicable, mention as <b>NIL</b> if not applicable)	<a href="#">Extra@</a>	<i>Pl. clearly mention</i>
Cess on ED rate (mention in % if applicable)	<a href="#">Extra@</a>	<i>Pl. clearly mention</i>
CST (%) / VAT (%)	<a href="#">Extra@</a>	<i>Pl. clearly mention</i>
Validity of offers ( <b>As per BHEL terms 60 days validity is required</b> )	Yes/No	<i>Pl. clearly mention</i>
Delivery terms (FOR Goindwal Sahib and within 45 days)	Yes/No	<i>Pl. clearly mention</i>
MSE firm	Yes/No	<i>IF yes, then submit the required documents as per Tender term clause no. 23</i>

We accept all terms and conditions of the Tender Enquiry No. 1415-094 dt 11.10.2014

Authorised signatory with seal

**BHARAT HEAVY ELECTRICALS LTD  
IVP, GOINDWAL SAHIB  
PRICE BID ANNEXURE**

Annexure-III to Enquiry No. 1415-094 Dt 11.10.2014, due date of opening 01.11.2014

**Material : Spray Painting Gun**

S.No.	Matl Code	Material Description	Qty (No)	Unit rates, FOR Goindwal Sahib
1	GWS67009435	Spary Painting Gun	4	Please fill the Price Here

We accept all terms and conditions of the Tender Enquiry No. 1415-094 Dt 11.10.2014

*Authorised signatory with seal*