

PURCHASE ENQUIRY

To M/s	Our E-mail : vivekf@bhelswr.co.in	
	ENQUIRY No :	XI065 E
	ENQ.DATE	19.01.2012
	DUE DATE	03.02.2012

Dear sir,

Kindly submit your sealed quotation by Speed Post / Registered Post / Courier / Air Mail in **two bids viz. (1) Technical cum Commercial Bid & (2) Price Bid** for the material indicated below confirming acceptance to the terms and conditions enclosed, so as to reach our office on or before **3.00 PM** on the due date. Quotation may be sent by Fax only if asked so by BHEL / with prior permission of BHEL.

SR. No	Description of Material	Unit	Qty	Delivery Schedule	Material Required at (Destination)
01	SUPPLY OF ELECTRO FORGES STEEL GRATING TO VARIOUS BHEL SITES AS PER ANNEXURE - I	No	REF. ANEX-I	WITHIN 4 WEEKS OR EARLIER.	AS PER ANNEXURE-II

A) GENERAL TERMS AND CONDITIONS OF CONTRACT

Cl. No.	DESCRIPTION
01	Each tender should be send in a double cover, inner cover should be sealed with tenderer's distinctive seal and superscripted with correct Enquiry No. and Due Date. The outer cover should only bear the address of this office. Tender should be free from CORRECTION AND ERASURES. Corrections, if any must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount in figures and words, amount quoted in words shall prevail.
02	Technical cum Commercial bid will be opened at 3.30 PM on Due Date. The Technical cum Commercial bid should accompany copy of documents like authorized dealership certificate, earlier supply order details of similar equipment and their performance feedback from customers, company profile and present status, product catalogue of the models offered, technical specifications of the product, commercial Terms & Conditions and other relevant documents etc.
03	Price bid of technically accepted bidders only will be opened. No revision of prices will be entertained after Tenders are opened, unless mentioned in our enquiry / asked so by BHEL.
04	Manufacturer's name, Trade Mark or Patent No. if any, shall be specified in the Technical cum Commercial Bid
05	Please mention the relevant national / international standard code of the product quoted for in the Technical cum Commercial bid.
06	The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
07	Late tenders (received after Due Date) will be rejected.
08	Price quoted shall be valid for 60 days from the date of opening
09	Price shall be quoted as per enclosed 'Price Format' only. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Please fill in all the columns of all formats
10	The price quoted should be as applicable to DGS & D (Govt. of India) and other Govt. Organizations. In case DGS & D rate / Running Contract is not existing, but a contract is in vogue with any BHEL Unit, reference of the same shall be furnished and same may be applicable to this contract.
11	SECURITY DEPOSIT: The supplier shall have to furnish Security Deposit (Cash/DD/Bank Guarantee from a Scheduled Bank) if so specified in the tender under Special Terms & Conditions.

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12	PACKING AND MARKING: The supplier shall arrange for secure protective packing of the goods suitable for tropical conditions to avoid loss, damage, atmospheric action during handling and transit. The packing standards will comply with relevant national standard/carrier's conditions of packing or established practice. If any damage is sustained and the carrier or underwriter attributes it to improper packing, the seller shall be liable to replace the material or reimburse the value of the loss notwithstanding any transit insurance arranged by him or not. The following marking shall be made on each package in black bold letters. NAME & ADDRESS OF CONSIGNEE, DIMENSION OF PACKAGE, WEIGHT DETAILS : GROSS , TARE & NETT These markings should be stenciled or written in bold letters on the package. Should the package be small, suitable cards/metal tags giving these details may be tagged or nailed
13	INSPECTION: Final inspection will be carried out the destination/site/Purchaser's works by the authorized inspecting Officer, if so specified in the tender under Special Terms & Conditions. Whenever preliminary or stage inspection is to be carried out at supplier's works the same is subject to final acceptance after receipt of the material at the destination/Purchasers works and the decision of the purchaser shall be final. The propriety of goods shall not pass until final acceptance by the purchaser
14	REJECTION: The seller shall intimate the purchaser in writing within 15 days (after being intimated about rejection of goods) regarding disposal action of the rejected material. If no advice is received within this time the purchaser shall be at liberty to return the material at the cost and risk of the seller after receiving the cost if any paid by the Purchaser including inward freight and other incidental charges. The Purchaser will not be responsible for the rejected material thereafter and no claim will rest on him.
15	Delivery: Purchaser shall not be liable to receive and pay for any supply made after delivery date stipulated in the order unless the delivery date is formally extended by the purchaser. Wherever the terms of delivery of the order is other than F.O.R. destination, delivery date will be reckoned as the date of dispatch or the date of readiness after inspection of the material where the Purchaser has agreed for inspection or collection.
16	Test certificate: The seller shall carry out such tests as prescribed by the purchaser / as required in accordance to the relevant national or international standards, in his works and/or and other places as stipulated in the order. Necessary test certificate shall be submitted with delivery of materials. The seller shall also provide at no extra cost the required number of catalogues, drawing and other manuals related to materials under this order.
17	TERMS OF PAYMENT: Payment will normally be made within two month of receipt of material in good condition at destination. Any other payment terms have to be mutually agreed. The seller shall send dispatch documents, invoice etc. in such quantum and a manner as provided in the order. (I) It is expressly understood that in the event of rejection of the materials for which payment has been made against document's through bank the Purchaser reserves the right to claim from the seller the amount paid and the incidental charged incurred in the same manner i.e. negotiating return dispatch documents, through Bank and the Seller shall honour such claim and retire the documents from the Bank. (ii) Bank charges for any payment claimed through Bank shall be borne by the seller and the seller shall also agree to bear any demurrage or other charges arising out of any delay in retirements or documents from Bank due to delayed, insufficient incorrect information furnished. (iii) The seller shall also ensure that the Carriers do not delay dispatch of the consignment once the carrier's receipt is obtained.
18	GUARANTEE WARRANTY: The materials shall be warranted for design material and workmanship and also for performance warranty as specially stipulated by the purchaser in the order in its annexure.
19	INSURANCE: Wherever specifically agreed to and directed, the supplier will insure the goods for all transit risks upto delivery of the goods at the final destination. In all other cases supplier must furnish particulars of dispatch for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss, which otherwise might have been recovered from underwriters.

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20	DELIVERY FAILURE, TERMINATION & LIQUIDATED DAMAGE: The parties hereto agree that the timely dispatch/delivery and completion of the other schedules as stipulated in order/contract shall be the essence of the Order/Contract. If the seller/contractor fails to complete the dispatch/ delivery and other schedules within the time period stipulated in the order/contract, or within any extension of time granted by the purchaser, it shall be lawful for the purchaser to recover damages for the breach of order/contract without prejudice to any other rights and/or remedies provided for, in order/contract and hereunder. The purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half percent {½% of the total contract price per week part thereof, subject to a maximum of ten percent @ 10%} of the total contract price excluding elements of taxes, duties and freight, if seller/contractor has failed to deliver any part of the goods within the period stipulated in the Order/Contract. The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller /contractor without notice to the seller /contractor of goods not so delivered or their equivalent , without canceling the order/contract in respect of the goods not yet due for delivery. The purchaser reserves the right to cancel the order/contract or a portion thereof for the goods not so delivered at the risk and cost of the seller/contractor and the seller/contractor shall be liable to the purchaser for any excess costs thereof.
21	RISK PURCHASE : In the event the supplier has failed to deliver or dispatch whole of the goods or any part within the time stipulated or if the same were not available in his stock, the best and the nearest available substitute thereof may be purchased/arranged by purchaser from elsewhere at the risk and the cost of the seller. The purchaser at his option will be entitled to terminate the contract and seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 12 above.
22	PREFERENTIAL DELIVERY : It should be noted that if an Order is placed on a higher tenderer as a result of this invitation to tender, in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freight, sales tax, duties and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and contract.
23	This order or any part thereof shall not be sub-contracted without the purchaser's consent.
24	METRIC SYSTEM: Supplier is requested to indicate metric system measurements in all documents.
25	INDEMNITY: The Seller shall indemnify the Purchaser against any claim due to any breach of patent, negligence, defective material or injury to seller or his agent.
26	In the event of any reduction in the price, due to change of Govt. duties after award to the work and before delivery commencement, purchaser is entitled to such reduction and may negotiate fresh price at its discretion.
27	GENERAL: The purchaser reserves the right to split up the tender and place orders for individual item on different suppliers and also increase or decrease the quantity.
28	DISPUTES & ARBITRATION: All cases of disputes will be resolved according to the Indian Arbitration Act 1940
29	FORCE MAJEUR: Acts of God, Acts of Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Natural Calamities, Epidemic and other similar causes over which the supplier has no control, will amount to Force Majeur. Delay attributable to Force Majeur will be condoned; however the onus of establishing the reason of delay lies with the Supplier.
30	In case of any contradictions between General and special terms and conditions, the provisions in Special Terms & Conditions will prevail.
31	Please Note: a) Tender Specification documents with complete details are hosted in web page (www.bhel.com). Bidders can directly download the same and use for submission of offer.. b) Interested bidders may alternately collect hard copy of Tender documents from this Office on all working days. c) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post. d) BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. e) Dates of Price Bid opening will be intimated to Techno Commercially Qualified Bidders later.

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	f) All corrigenda, addenda, amendments and clarifications to Tender Specifications, revised Tender Submission Dates; etc will be hosted in the web page (www.bhel.com → Tender Notifications → View Corrigendum) and NOT in the newspaper. Bidders shall keep themselves updated on all such updates.
32	a) Seeking Clarifications on Tender Specification: • Clarifications on the Tender Specifications, if any, may be sought by the bidders so as to reach this office at least seven days before the Due Date for submission. b) Supporting Documents: • Bidders shall submit documents in support of possessing “Qualifying Requirements” as under duly self-certified and stamped by the authorized signatory. • Photocopies of Work Orders issued by the Customer containing details of Bill of Quantities/Schedule of Rates. • Photocopies of Completion Certificate issued by Customer or Owner of Project. • Photocopies of audited Profit & Loss accounts, Balance Sheets, accompanied by relevant schedules for Turnover figures. • LATE TENDER: Tender received after the specified time of submission shall not be considered in any circumstances. • Offers must be submitted without any deviation • Offers received with any deviation or without relevant information as described above are liable to be rejected. Price bids received in the form other than specified in Part-II (Price Bid) are liable to be rejected. Bidder must sign & stamp all pages of this tender specification as an acceptance of tender conditions and must enclose this tender specification with their offer.
33	In case of any contradictions between General and special terms and conditions, the provisions in Special Terms & Conditions will prevail.

B) SPECIAL CONDITIONS OF CONTRACT

Clause No.	Description
01	Supplier has to attach the Test Certificates of previously manufactured Steel sections which they supplied for other customers along with the P.O., for the purpose of technical evaluation.
02	Materials should be supplied along with Test certificates & Guarantee certificates. Materials supplied without test certificates & Guarantee certificates will not be accepted.
03	Supplier should mention the earliest delivery period clearly in technical bid. Suppliers having the ready stock may be preferred.
04	All the steel sections should be delivered on "Door Delivery Basis" at destination. Freight and other relevant charges should be included in the quotation by the tenderer for this purpose. Offers other than F.O.R. Destination Basis will not be accepted by BHEL.
05	Purchase Order will be placed on any tenderer for steel gratings required for single or any no. of the project sites. Offers should be prepared in such a way that project site-wise evaluation is possible. Tenderer to comply with it.
06	Evaluation of tender shall be carried out by considering the input credit of Excise duty offered by the vendor. (i.e. total landed cost including taxes, duties and freight <u>minus</u> Excise duty paid for the same).
07	Incomplete offer shall not be considered for evaluation and shall be rejected.
08	Price quoted shall be valid for 60 days from the date of opening and should be firm till the completion of order.
09	Date of material receipt at our project site will be considered for LD clause (Refer GCC Cl.No 20) will be applicable according to that.
10	Payment terms: 100% within 60 days from date of invoice of material as per specification. Payment will be released only by EFT (electronic fund transfer) mode only, no DD/Cheque payment.
This is to inform you that BHEL is switching on to payment through Electronic Fund Transfer (EFT)/ RTGS. In order to implement the new system, the following details are to be furnished by you pertaining to your Bank Accounts where proceeds will be transferred through our Banker: 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch & Branch Code 4. City 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch	

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QUALIFICATION REQUIREMENT FOR THIS TENDER

Clause No.	Description
01	Bidder must fulfill all the Qualifying Requirements (i.e. a, b, c, d, e) as under in order to be considered as technically qualified for this Tendering process: a) Bidder must have, in last two years as on 31/12/2011, Supplied electro forged steel grating to any Government, Semi Government/ or any other Customer for a value not less than 36 Lakhs, cumulative in maximum 03 purchase order in any one year out of two years mentioned above. AND b) Bidders must have achieved an Average annual financial turnover of Rs.32.4 Lakhs or more over last three Financial Years i.e. 2008-09, 2009-10 & 2010-11. AND c) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'b' above should be positive. AND d) Bidder must have earned cash profit in any one of the three Financial Years as applicable in case of 'c' above based on latest Audited Accounts. ===== <u>Explanatory Notes for QR 'a'</u> 1. Bidder shall submit the Purchase Order along with proof of completion in favour of QR (b). 2. In case of audited Financial statements have not been submitted for all the three years as indicated against (c) or (d) above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.
02	Considering the offers of vendors for evaluation is subject to BHEL's Customer approval.
03	<u>Fulfillment of Qualifying Requirements:</u> A bidder must satisfy all the Qualifying Requirements stipulated under 'a', 'b', 'c' and 'd' of this Specification, concurrently in order to get qualified.
04	<u>Earnest Money Deposit (EMD):</u> Refundable, Non-interest bearing EMD of Rs.2,00,000/- (Rs. Two Lakhs only) is applicable for supply of gratings mentioned in Annex-1. EMD shall be paid ONLY by Account Payee Demand Draft in favor of "Bharat Heavy Electricals Limited" payable at Nagpur.
06	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 web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)

Yours faithfully,
For Bharat Heavy Electricals Ltd.

DGM (PURCHASE)

CERTIFICATE OF NO DEVIATION

TENDER SPECIFICATION No. : XI065 E

I/WE, M/s

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

SIGNATURE OF THE TENDERER

DATE:

TECHNO-COMMERCIAL TERMS & CONDITIONS: (PART OF TECHNICAL CUM COMMERCIAL BID)

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SN	DESCRIPTION OF T&C	CONDITIONS AS REQUIRED BY BHEL	CONDITIONS AS OFFERED BY BIDDER
01	DELIVERY TERMS	F.O.R. DESTINATION	F.O.R. DESTINATION
02	PLACE OF DELIVERY	AS PER ANNEXURE - II	AS PER ANNEXURE - II
03	DELIVERY PERIOD FROM THE DATE OF ORDER	WITHIN 4 WEEKS OR EARLIER	
04	VALIDITY OF THE OFFER	AS PER SN-08, SPECIAL CONDITION OF CONTRACT.	AS PER SN-08, SPECIAL CONDITION OF CONTRACT.
05	CURRENCY OF PAYMENT	INDIAN RUPEES	INDIAN RUPEES
06	PACKING & FORWARDING CHARGES	BIDDER TO INCLUDE IN QUOTED RATES	INCLUDED IN THE QUOTED RATE
09	EXCISE DUTY (% RATE) WITH EDUCATIONAL CESS	EXTRA AS APPLICABLE ON THE DATE OF ED GATE PASS (COPY SHOULD BE PROVIDED). BIDDER TO INDICATE PRESENT RATE.	EXTRA AS APPLICABLE. PRESENT RATE @.....%
10	EXCISABLE INVOICE	SHALL BE PROVIDED / NOT PROVIDED	☐ SHALL BE PROVIDED ☐ NOT PROVIDED
11	SALES TAX / VAT INCLUDING SURCHARGE, TURNOVER TAX ETC. <u>MENTION FOR WITHOUT CONCESSIONAL FORM</u>	EXTRA AS APPLICABLE ON THE DATE OF DISPATCH. BIDDER TO INDICATE PRESENT RATE.	EXTRA AS APPLICABLE WITH 'C' FORM. PRESENT RATE @%
12	OCTROI / ENTRY TAX AT PLACE OF ORIGIN	BIDDER TO INCLUDE IN QUOTED RATES	INCLUDED IN QUOTED RATE
13	OCTROI / ENTRY TAX AT DESTINATION	IN BHEL ACCOUNT	IN BHEL ACCOUNT
14	FREIGHT CHARGES UP TO DESTINATION	BIDDER TO INCLUDE IN PRICE BID	
15	TRANSIT INSURANCE CHARGES	UNDER BHEL'S OPEN MARINE POLICY. Consignor to intimate dispatch details to BHEL's Underwriter.	UNDER BHEL'S OPEN MARINE POLICY. Consignor will intimate dispatch details to BHEL's Underwriter.
16	ANY OTHER CHARGES	BIDDER TO INCLUDE IN QUOTED RATES	INCLUDED IN QUOTED RATE

TECHNO-COMMERCIAL TERMS & CONDITIONS: (PART OF TECHNICAL CUM COMMERCIAL BID)

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SN	DESCRIPTION OF T&C	CONDITIONS AS REQUIRED BY BHEL	CONDITIONS AS OFFERED BY BIDDER
14	PAYMENT TERMS	AS SPECIFIED IN SN. 12 OF SPECIAL CONDITIONS	AS SPECIFIED IN SN. 12 OF SPECIAL CONDITIONS
15	MODE OF DISPATCH	BY ROAD	BY ROAD
16	NAME OF THE GOODS MANUFACTURER / PRINCIPALS	BIDDER SHOULD BE THE MANUFACTURER OF TMT MENTIONED IN ANNEX-1	
17	AUTHORIZED DEALERSHIP CERTIFICATE, IF APPLICABLE	COPY TO BE FURNISHED BY BIDDER	
18	WARRANTY / GUARANTEE CONDITIONS	TO BE INDICATED BY BIDDER	
19	TEST CERTIFICATES OF EARLIERLY MANUFACTURED SECTIONS	TO BE FURNISHED BY BIDDER	
	CONTACT PERSON NAME		
	CONTACT PERSON PH NO		
	CONTACT PERSON EMAIL ADDRESS		

SIGNATURE & SEAL OF TENDERER

Dully filled and signed this sheet should be sent as a part of technical bid. Otherwise the offer will not be considered for further processing

PRICE FORMAT

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**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR: WESTERN REGION: NAGPUR**

NAME OF THE TENDERER: _____

SELLER'S REF. No. _____ DATE : _____

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DATED : 19.01.12

DUE DATE : 03.02.12

S.N.	ITEM DESCRIPTION	SUPPLY OF ELECTRO FORGED STEEL GRATING 240 Nos AS PER ANNEXURE - I TO VARIOUS BHEL PROJECT SITES						
A	PROJECT SITE DESCRIPTION AS PER ENQUIRY	BHEL RIHAND PROJECT	BHEL VINDHYACHAL PROJECT	BHEL MAUDA PROJECT				
B	QTY OFFERED	240 Nos	240 Nos	240 Nos				
C	UNIT RATE							
D	CURRENCY							
E	DISCOUNT (%AGE & AMOUNT)							
F	DISCOUNTED UNIT RATE							
G	DISCOUNTED BASIC PRICE (G = B x F)							
H	PACKING & FORWARDING CHARGES							
I	WHETHER SUPPLY WITHOUT EXCISE DUTY BEING SEZ PROJECT (bidder who is agree should compliance with 'YES')							
J	EXCISE DUTY (PERCENTAGE AND AMOUNT) (if supping with excise duty)							
K	IMPORT DUTY (PERCENTAGE & AMOUNT)							
L	SALES TAX AS APPLI. WITH C-FORM (PERCENTAGE & AMOUNT)							
M	FREIGHT UPTO DESTINATION							
N	OCTROI CHARGES / ENTRY TAX AT SOURCE							
O	ANY OTHER CHARGES							
P	TRANSIENT INSURENCE	BY BHEL						
Q	TOTAL PRICE AT DESTINATION (SUM of 'G' to 'O')							

NOTES:

1. PLESAE USE ADDITIONAL SHEETS IF NECESSARY
2. FURNISH FURTHER BREAK UP OF PRICE IF NECESSARY

SIGNATURE OF THE TENDERER WITH SEAL

ANNEXURE-I (TO BE SIGNED , STAMPED AND ENCLOSED WITH QUOTATION BY TENDERER)

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SPECIFICATION OF ITEMS TENDERED

- a) Length & breadth: 6000mm x 1000 mm
- b) Electro-forged steel material
- c) Dimension required
 - 100/40/5/40 – 75 Nos
 - 100/40/5/30 – 165 Nos
 - Total required Quantity – 240 Nos

- **All Sizes are in mm.**

DGM /Purchase

Signature & Seal of Tenderer.