RD:DP:MPX:F-04

Pin

Attn. .

BHARAT HEAVY ELECTRICALS LIMITED PHONES: 23774494 (EXCHANGE)

CORPORATE RESEARCH & DEVELOPMENT DIVISION VIKASNAGAR, HYDERABAD - 500 093, INDIA

DIRECT: 23882104/23882204/

23778474/23776772

FAX: 91 40 23770698

ENQUIRY

To

Enquiry No: Enq Date: Due Date: Delivery By:

220761901 18-FEB-08 11-MAR-08

PLEASE SUBMIT YOUR QUOTATION IN SEALED **COVER SUPERSCRIBED** WITH ENQUIRY NO, ENQUIRY DATE AND DUE DATE SUBJECT TO OUR TERMS AND CONDITIONS ENCLOSED, FOR THE FOLLOWING MATERIALS SO AS TO REACH US ON OR BEFORE THE DUE DATE BY 12 NOON. THE TENDERS WILL BE OPENED AT 2 PM ON THE SAME DAY

Email:

PLEASE GIVE REFERENCE OF ENQ NUMBER, ENQ.DATE AND DUE DATE IN ALL YOUR CORRESPONDENCE FOR PROMPT ACTION. IN CASE IF YOU ARE NOT MAKING THE OFFER PLEASE POST A REGRET LETTER AND RETURN THE DOCUMENTS.

DESCRIPTION / SPECIFICATION SL NO **UNIT** QTY SUPPLY OF VEGETABLES TO BHEL R&D CANTEEN.ON RATE 1 NO CONTRACT BASIS FOR ONE YEAR (TERMS \$ CONDITIONS OF CONTRACT AND ALSO LIST OF VEGETABLES WITH APPROXIONATE QUANTITIES ARE AS PER ENCLOSER)

NOTE: PLEASE SUBMIT YOUR OFFER IN TWO PARTS AS PER GENERAL TERMS AND CONDITIONS OF ENQUIRY & CONTRACT FOR THE PURCHASE OF GOODS/SERVICES IN SEPARATE SEALED COVERS AS DETAILED BELOW:

- 1) FIRST COVER SHALL CONTAIN THE FOLLOWING:
- a) TECHNICAL COMMERCIAL BID ALONG WITH COMPLIANCE STATEMENTS, MENTIONING APPLICABLE DUTIES, TAXES etc., AND DELIVERY TIME CLEARLY, (TERMS, CONDITIONS, AND COMPLIANCE FORM ENCLOSED)
- b) A COPY OF TE PRICE BID WITHOUT THE P RICES (UNPRICED PRICE BID)
- 2) SECOND COVER CONTAINING PRICE BID
- 3) IF THE PRICE BID IS FOUND TO BE DIFFERENT FROM THE UNPRICED PRICE BID IN ANY WAY, YOUR OFFER WILL BE REJECTED Important:

Taxes & Duties quoted by you will be taken for cost evolution and order placement and no change will be entertained later except in the case of changes made by the Government. Changes in Taxes and Duties because of the changes in Turnover etc. also be to the supplier's account. In case no tax/duty is included, a self declaration for the exemption may be attached along with the offer.

AS WE ARE ENGAGED IN R&D ACTIVITY "C" FORM Yours faithfully WILL NOT BE ISSUED for

BHARAT HEAVY ELECTRICALS LTD PLEASE FILL UP THE ENCLOSED VENDOR



BHARAT HEAVY ELECTRICALS LIMITED PHONES: 23774494 (EXCHANGE)

CORPORATE RESEARCH & DEVELOPMENT DIVISION VIKASNAGAR, HYDERABAD - 500 093, INDIA ENQUIRY

DIRECT: 23882104/23882204/

23778474/23776772

FAX : 91 40 23770698

REGISTRATION FORM AND SEND IT ALONG WITH YOUR QUOTATION. OTHERWISE YOUR QUOTATION WILL NOT BE CONSIDERED. (IGNORE THIS IF YOU HAVE ALREADY SUBMITTED THIS FORM)

RAMESH G Sr Manager

Email: gramesh@bhelrnd.co.in

LIST OF VEGETABLES WITH QUANTITIES REQUIRED

1. Following Vegetables are required on a daily basis with approximate Quantities.

Potatoes	10 Kgs
Onions	40 Kgs
Green Chillies	2 Kgs
Ginger	3 Kg
Kothimeer	2 Kgs
Pudina	1 Kg
Lime	55 Nos
Coconuts	30 Nos.
Tomatoes	25 Kg (Desi)
	5 Kg (Salad)
Garlic	1 Kg
Carrot	10 Kgs
Keera	12 Kgs
	Onions Green Chillies Ginger Kothimeer Pudina Lime Coconuts Tomatoes Garlic Carrot

2. One of the following vegetables is required Daily for Dal/Sambar:

a) Sorakaya	25 Kgs
b) Drumsticks	75 Nos
c) Thotakura	20 Kgs
d) Palakura	20 Kgs
e) Dosakaya	20 Kgs
f) Beerakaya	20 Kgs
g) Muli`	60 Nos
h) Methi	9 Kgs
i) Green mangoes	70 Nos.
j) Gongura	18 Kgs
k) Gangavayilkura	18 Kgs

3. One of the following vegetables is required daily for Chutneys:

a) Beerakaya	20 Kgs
b) Dondakaya	20 Kgs
c) Dosakaya	20 Kgs
d) Karivepaku	15 Kgs
e) Kothimeer	15 Kgs
f) Gongura	20 Kgs
g) Pudina	20 Kgs
h) Coconuts	65 Nos.

4. One of the following vegetables is required Daily for preparation of curries:

a) Goruchikkudu	70 Kgs
b) Beans	70 Kgs
c) Chikkudu	70 Kgs
d) Green Plaintatins	130 Kgs
e) Ridge Gourd	110 Kgs
f) Bottle gourd	90 Kgs
g) Snake gourd	80 Kgs
h) Lady Fingers	110 Kgs
i) Dondakaya	80 Kgs
j) Cauli flower	100 Kgs
k) Cabbage	90 Kgs
l) Brinjals	70 Kgs
m) Beet root	75 Kgs
n) Capsicum	90 Kgs
o) Kanda	75 Kgs
p) Ash gourd	20 Kgs
q) Palak	50 Kgs
r) Soyi kura	10 Kgs
s) Potatoes	110 Kgs
t) Chow chow	90 Kgs
u) Soyikura	5 Kgs
v) Menthikura	10 Kgs
w) Carrot	20 Kgs
x) Bitter gourd	80 Kgs

5. The following vegetables are required to be supplied on once in a week basis for preparation of tiffins:

a) Beans	5 Kgs
b) Carrots	5 Kgs
c) Tomatoes	10 Kgs
d) Onions	10 Kgs

TERMS & CONDITIONS FOR SUPPLY OF VEGETABLES ON RATE CONTRACT BASIS

- 1. This Rate Contract will be in force for a total period of one year.
- 2. Price revision will not be entertained during the tenure of the contract period.
- 3. Contractor shall supply vegetables as per BHEL's weekly/daily indented quantities based on our actual requirement.
- 4. BHEL reserves the right to change the items or quantities from time to time depending on actual requirement.
- 5. Vegetables of best quality, fresh and free from Insects & other foreign materials, should be supplied.
- 6. The quantity of the vegetables required on weekly/daily basis shall be decided upon by the Canteen in-charge or his representatives which shall be final and binding on the contractor. The Supplies not conforming to the quality shall be rejected
- 7. BHEL or any of its representatives shall have the right to reject Supplies (partial/Full) which are not conforming to agreed quality and such rejected items shall have to be taken back by contractor and if necessary should be replaced by good ones immediately at his own cost.
- 8. The vegetables supplied by the contractor will be weighed at BHEL in the presence of Contractor's Representative and payment will be made according to this weight.
- 9. For accepted supply, payment will be made through electronic mode at the contracted rate on production of bills less deductions if any, within 30 days of submission of bills.
- 10. Contractor should supply vegetables before 1200 hours on delivery date.
- 11. If Contractor fails to make supplies against indented items or part thereof, the BHEL reserves right to purchase the required items or part from any other sources. The difference amount arising there of shall be recovered from contractor's bills. This condition will apply with respect to rejected supplies also.
- 12. The prices are to be quoted inclusive of all transport charges and on door delivery basis. Contractor shall deliver required items at BHEL R&D Canteen at his own expense.
- 13. The company reserves the right to terminate the contract in case of repeated short Supplies, supply of inferior quality and for non-supply of the contracted items.
- 14. Any dispute with respect to quantity or quality, the decision of BHEL shall be final and binding.
- 15. Contractor should quote rates for all the vegetables. Order will be finalized on Overall cost basis. All partial quoted offers will not be considered.

BHARATH HEAVY ELECTRICALS LIMITED CORPORATE R&D

Enquiry No. 220761901 Date :18.02.2008 Due Date :11.03.2008

Time: 14.00

TENDER FOR SUPPLY OF VEGETABLES TO CANTEEN

Sealed tenders, super scribing tenders notice number and due date are invited from interested and experienced licensed contractors.

01. SCOPE OF CONTRACT:

Supply of Vegetables to BHEL Canteen on "Rate contract" basis.

02. EARNEST MONEY DEPOSIT (EMD):

The technical bid should be accompanied by an EMD amount of RS.25,000.00 (Rupees Twenty Five thousand only) In the form of crossed Demand Draft of a scheduled Bank drawn in favour of BHARATH HEAVY ELECTRICALS LIMITED,R&D ,payable at Hyderabad. Tenders without EMD will be rejected outright. No interest will be paid on EMD. The EMD of unsuccessful bidders will be refunded within 30 days from the date of finalization of contract.

03.SUBMISSION OF TENDERS:

- <u>a</u>) Tenders shall submit their offers in separate sealed covers with tenders number and due date in "Two parts" i.e. 1. Technical Bid (Annexure -1) and 2.Commercial bid (Annexure -2) on or before the due date before 14.00 Hrs .The technical dib and commercial bid should bear with title for identification . The Technical bid should be accompanied with EMD. If not, it is rejected /invalid tender. BHEL shall not be made responsible for postal delays. If any.
- b) Tenders are requested to submit the quotation in the tender format duly filled in and signed by the bidder with office seal on covering letter typed on letterhead. Wherever, space is not sufficient separate sheet may be used.
- c) Tenderer's must quoted rate clearly both in figures and words against each items separately as mentioned in the tender document in the same units indicated therein.
- d) The Technical Bid will be opened, evaluated and short listed. The short listed parties (in the Technical Bid) will be considered for further course of action.
- e) In case you are not able to respond to this enquiry, please send a regret letter.

TERMS & CONDITIONS

01. The terms and conditions governing the contract are as follows:

- (i) The accepted rates of the contract are "all inclusive" and no extra amount shall be paid by BHEL towards any taxes, toll, octroi, loading and unloading charges for the bags, baskets and any other packing materials, transportation, weighing charges of any other expenses.
- ii) A weekly indent specifying the items and quantities for the supplies is to be collected by the contractor or his representative duly authorized in writing from the Canteen. Supplies shall be made strictly in accordance with the said indents. Payments will be released for the actual supplies. Vegetables of poor quality or part supplies are liable to be rejected by the representatives of Canteen. Such cases the contractor will be permitted to take such rejected materials on the same day, with due endorsements on relevant delivery challans of contractor by BHEL Security.
- iii) The supplies must be clean, fresh of standard size and neatly packed. The leafy vegetables must be of standard size and shall be tied in large size bundles without insects/worms and grass.
- iv) In case of non-availability of indented items, alternate supplies may be made only with advance intimation of at least one day to BHEL Canteen. The leafy vegetables as alternates will no be accepted for solid vegetables under any circumstances.
- v) Supplies should reach BHEL R&D Canteen positively before 12 noon along with properly filled in delivery challans indicating the quantities of vegetables.
- vi) Sub-contracting is not permitted by the contractor. In case of failure of supplies on time BHEL reserves the right to procure any variety of available vegetables in place of indented item through alternate sources and the difference in cost of such procurement will be recovered from the bills payable to the contractor, without any further intimation.
- vii) The contractor shall ensure that all supplies are made through delivery challans only and also are certified by the representatives of the Canteen.
- viii) Short supplies or supplies of inferior quality vegetable for three consecutive deliveries will attract a penalty of "No Payment" for all such supplies. Any further recurrence and on no improvement in performance in spite of three written notices, the contract will automatically stands terminated without any further notices and the security deposit will also be forfeited.
- ix) BHEL Canteen reserves the right to make emergency indents for the supplies with a short notice, and it must be honored by the contractor without fail.
- x) BHEL Canteen also reserves the right to amend the varieties of vegetables and their indented quantities and timings of supplies etc depending upon Canteen's actual requirements from time to time.
- xi) BHEL reserves the right to terminate this contract with 60 days advance notice without assigning any reason whatsoever.
- xii) If contractor wishes to terminate the contract on his own he may do so by giving a 60 days written notice on valid grounds. In such circumstances, the damages suffered by BHEL Canteen and the additional expenditure that may be incurred by BHEL Canteen for procurement from alternative sources during the unexpired portion of the contract period, shall be recovered from the security deposit and the balance amount if any will be refunded at the end of the period of the contract. If the security deposit is not sufficient to cover such loss, BHEL is entitled to adjust the balance amount from the amounts payable to the contractor.

02. PERIOD OF CONTRACT:

- i) The rate contract shall be for a period of one year with effect from **1.4.2008** to **31.3.2009**, it may be extended with mutual consent for another one year period. BHEL reserves the right to award the contract for less period also, if the circumstances so warrant.
- ii) No revision of rates is entertained during the tenure of the contract. However, it may be considered for review only when proven natural calamities such as failure of monsoon, heavy rains, failure of crops in the state occur and due to which the contractor has to make arrangements to get the vegetables from neighbouring states. The prices may be reviewed based on the market trend in order to arrive at mutually agreed rates for ensuring uninterrupted supplies.

03. SECURITY DEPOSIT:

- i) The successful tender (s) should furnish a security deposit @10% of contract value in the form of DD drawn in favour of BHEL R&D within 10 days of award of contract failing which Earnest Money Deposit will be forfeited and acceptance of the offer shall stand cancelled. The Earnest Money Deposit can be offered as part of security deposit provided the tender furnishes DD for the balance amount. The security deposit is liable to be forfeited on violation of any of the terms & conditions of the contract and or adjusted against any loss that BHEL may sustain due to the contract's negligence or towards any penalty levied on the contractor in terms of contract.
- ii) In the event of breach of any of the terms and conditions of the contract, BHEL shall without prejudice to its rights and remedies have the right to terminate the contract forthwith and/or forfeit the entire amount or part of the security deposit towards adjustment of any sums due for damages, losses, charges, expenses, or costs that may be suffered or incurred by BHEL due to the contractor's negligence under the contract. The decision of General Manager (R&D), BHEL in respect of such damages, losses, expenses, or costs shall be final and binding on both BHEL and the contractor.
- iii) On successful completion of the contract the security deposit shall be refunded without any interest.

04. PAYMENT:

Bills in triplicate shall along with acknowledged delivery challans and copies of indents be submitted to Canteen In charge, BHEL for releasing payment.

05. ASSOCIATED RISKS:

In case of accident occurred to any person pertaining to the contractor during his to and fro journey and or while attending to the services of BHEL, the contractor alone is fully responsible and BHEL owns absolutely no responsibility to pay any compensation.

06. DISPUTE RESOLUTION:

In the case of any dispute arising out of this contract as regards satisfactory performance or otherwise, the decision of General Manager (R&D), BHEL shall be final and binding on the contractor.

07. COURTS OF JURISDICTION:

All disputes arising out of or in connection with the execution of this contract will be subject to the jurisdiction of the courts in Ranga Reddy District only.

08. RIGHTS OF BHEL

BHEL reserves the right to accept or reject the tenders in full or part without assigning any reasons whatsoever. The decision of BHEL will be final and binding.

For BHEL CORPORATE R&D

TECHNICAL BID

Enquiry No. & Date: 220761901/18.02.08 Submission Due on Date:11.03.08

Time:14.00

PROFILE OF CONTRACTOR QUOTATION FOR SUPPLY OF VEGETABLES ON RATE CONTRACT

SL.No. Particulars	
01. Name of the Party	:
02. Address	:
03. Phone/Cell Nos. if any	:
04. Salels Tax/VAT Regn. No.	:
05. Licence issued by the Agricultural : Market Committee (copy to be enclosed)	
06. Firm Regn. No.	:
07. Vehicles in possession with full details	:
08. Previous experience of supplying to other PSUs, Industrial undertakings, Govt. agencies (documentary proof to be produced	:
with contact details of Officer-Incharge) 09. Details of present contract with PSUs, if any with contact details of Officer-Incharge	:
10. No. of employees working	:
11. Turnover: 2004-05	:
2005-06	:
2006-07	:
12. PAN No.	:
13. TIN No.	:
14. EMD Details:	
DD No. Date:	for Rs.
Bank and Branch:	
Certified that I read all terms and conditions of te	nder and quoted as per that
Date:	Signature:
	Name & Address

Of Tenderor

APPROXIMATE YEARLY REQUIREMENT OF VEGETABLES IN BHEL R&D CANTEEN

Sl	Name of Vegetable	Approx. Requirement
No		
1.	Potatoes	80000 Kgs
2.	Onions	12000 Kgs
3.	Green Chillies	604 Kgs
4.	Ginger	1000 Kgs
5.	Kothimeer	604 Kgs
6.	Pudina	300 Kgs
7.	Curry Leaves	604 Kgs
8.	Carrots	3020 Kgs
9.	Keera	3624 Kgs
10.	Beet root	3640 Kgs
11.	Lime	16650 Nos
12.	Coconuts	8000 Nos
13.	Tomato (Desi)	7000 Kgs
14.	Tomato (Salad)	1510 Kgs
15.	Garlic	260 Kgs
16.	Drumsticks	2600 Nos
17.	Thotakura	200 Kgs
18.	Palakura	450 Kgs
19.	Beans	808 Kgs
20	Dosakaya	1040 Kgs
21.	Muli	2600 Nos.
22.	Goruchikkudu	700 Kgs
23.	Chikkudu	140 Kgs
24.	Green Plaintain	1500 Kgs
25.	Ridge gourd	1440 Kgs
26.	Bottle gourd	4160 Kgs
27.	Snake gourd	480 Kgs
28.	Ladyfinger	2600 Kgs
29.	Dondakaya	1560 Kgs
30.	Cauli flower	1040 Kgs
31.	Cabbage	2080 Kgs
32.	Brinjals	2600 Kgs
33.	Capsicum	1560 Kgs
34.	Kanda	520 Kgs
35.	Ash gourd	150 Kgs
36.	Soyikura	300 Kgs
37.	Bitter gourd	780 Kgs
38.	Green Mongoes	400 Kgs
39.	Chow Chow	150 Kgs
40.	Gangawayilkura	40 Kgs
41.	Menthikura	80 Kgs
42.	Gongura	80 Kgs
. 4.	1 30115414	00 Kgs

BHARAT HEAVY ELECTRICALS LIMITED



CORPORATE R&D DIVISION, VIKAS NAGAR, HYDERABAD - 500 093, AP, India

Ph: 0091-40 - 23778474, FAX: 0091-40 - 23770698

General Terms and Conditions of Enquiry & Contract for the Purchase of Goods/ Services

- 1. The quotation and any order resulting from this enquiry shall be governed by these General Terms and Conditions of enquiry and contract for the supply of goods and the supplier quoting against this enquiry shall, unless specifically stipulates any different terms or conditions, be deemed to have read and agreed to the same.
- Sealed quotations in double cover with tenderer's distinctive seal, superscribing enquiry number, date and due date
 are to be submitted so as to reach on or before due date & time, addressed to Additional General Manager(MM),
 Bharat Heavy Electricals Limited, Corporate Research & Development Division, Vikasnagar, Hyderabad,
 Andhra Pradesh, India PIN-500 093, India.

In the case of **Two-part bid**, each inner cover shall clearly be labeled as a) **Technical & Commercial Bid** containing technical data/ drawings/ catalogues/ quality plans along with commercial terms and conditions & <u>copy</u> of the price bid with the price columns left blank (unpriced price bid), b) **Price bid** containing prices quotes. Installation and/or Commissioning charges shall be spelt out in absolutely lucid terms, taking into account total charges, rather than quoting vaguely, such as charges per man-day or charges per engineer per day etc. <u>If the price bid was found later to be different from the unpriced price bid in any way, the offer will be rejected summarily.</u>

- 3. **Tender/ Technical bid Opening**: Unless specified otherwise, tenders/ technical bids will be opened on appointed date and time as mentioned in the enquiry or as communicated changed date/time, if any, in the presence of such of those tenderers who may be present.
- 4. **Delayed/ Late Tender**: Tenders, which have been posted by registered post through the postal department in time before opening date but received after tender opening, shall be treated as regular tenders. Other tenders received after tender opening time shall be treated as late tenders and normally they may be rejected.
- 5. The Quotation should be free from overwriting and erasures. Corrections and additions, if any, must be attested. Supplier should indicate in the quotation dimensions (Size), weight, rate etc., in the metric system unless the enquiry calls for different unit.
- 6. Validity of Quotation: All quotations shall be kept open for acceptance for a period of ninety days from the date of opening of Tenders/ Technical bid and this shall be deemed to be an express condition of all quotations. The rate shall be quoted in both figures and in words.
- 7. In the case of Two-part bid, the vendor should furnish technical clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
- 8. **Revision of Pricebid**: In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise and submit their latest price bid, then BHEL reserves the right to open their original / previous price bid also while evaluating revised bid.
- 9. **Pricebid Opening**: Unless specified otherwise in the enquiry, the Price bids of technically qualified vendors shall be opened with prior intimation in the presence of such of those tenderers who may be present.
- 10. **Conformity to Specifications**: The material should be of the best quality and shall be conforming to our specification given in our enquiry. Unless otherwise agreed upon by BHEL, no payment shall be due by BHEL in respect of any sample. Offers without details of specifications/ applicable catalogues will not be considered and are liable to be rejected.
- 11. **Terms of Delivery**: All suppliers shall quote the lowest prices on ex-works and FOB/FCA basis. Foreign suppliers will also indicate their Indian agent's name and address with percentage of agency commission out of the quoted price, if any. Name and Address of the supplier's Bankers address should also be given. Indian suppliers for the indigenously manufactured/ imported stock shall quote on Ex-works /Free-on-Rail/Road /FOR-destination basis, indicating packing & forwarding charges, if any, separately.
- 12. **Taxes and Duties**: Unless specified otherwise in the enquiry, BHEL do not provide "C" or "D" Form as it is engaged in R&D. All Indian suppliers shall clearly mention Sales Tax/ VAT, Excise Duty, and Service Tax etc, if any, payable in addition to the quoted price and indicate applicable rates/ percentage, item-wise. It will be paid

only if Registration Number under State(TIN)/ Central Sales Tax or Service Tax is specifically mentioned in the Bill/Invoice. Vendors without a Sales Tax/VAT registration and applicable Service Tax registration will not be considered.

- 13. **Insurance:** Insurance will be arranged by BHEL in case of Ex-Works as well as FOB basis supplies.
- 14. **Terms of Payment:** Full payment will be made within 30 days after receipt, inspection and acceptance of the material (and where involved, Erection and commissioning of the material/ equipment at BHEL/Destination) by Crossed cheque and no Bank commission charges are admissible. The Cheque will be sent by registered post and BHEL is in no way responsible if loss occurs due to delay by postal authorities and cheques falling into improper hands or through forgery or fraud. Suppliers having RBI-SEFT-enabled accounts can seek payment though Electronic Fund transfer. For foreign suppliers, the preferred payment term will be on Sight Draft basis and bank charges inside India will be to BHEL account and outside India will be to supplier's account.
- 15. Suppliers shall quote competitive price and best delivery for all the items mentioned in the enquiry. BHEL reserves the right to reject partial quotations and to place order on overall landed cost basis. Correct date of effecting supplies in the event of an order should be indicated in the offer. If the supplier's quoted terms are different from BHEL standard payment terms, interest @10.5% per annum (or as indicated in the enquiry) will be loaded to the quoted prices for difference of payment period.
- 16. **Packing**: The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit and indicate packing charges, if any, separately.
- 17. **Part/ Split Ordering**: BHEL reserves right to Order part of the item/ quantity of the enquiry and split the order among qualified vendors.
- 18. In case the goods enquired are on Rate Contract basis with any other unit of BHEL, such fact should be clearly indicated in the quotation giving full particulars of Rate Contract number, validity and price and also your willingness to comply with order if placed against such Rate Contract. A true copy of Rate contract signed by the supplier should be sent with the quotation.
- 19. **Inspection**: On receipt, the goods shall be subjected to inspection and also test, if necessary, and our decision regarding the acceptability of the goods shall be final and binding on the suppliers.
- 20. **Consequences of Failure To Deliver**: The time stipulated for delivery of goods shall be deemed to be the essence of the contract and delivery must be completed within the stipulated date/s. In the event of supplier's failure to supply the goods by the stipulated date/s, BHEL shall be entitled to levy a penalty of ½% per week for the delayed no of weeks or part thereof for the undelivered portion of PO subject to a maximum of 10% total order value.
- 21. **Withdrawal from the Contract:** In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss incidental to the breach of contract on the part of the supplier.
- 22. Guarantee/ Warranty certificate and Manufacturer's Test report: Invariably in all cases where it is so stipulated, the supplier should furnish Guarantee/ Warranty certificate valid for a period of 18 months from date of supply or 1 year from the date of receipt, acceptance and commissioning(or more, if provide by oem) whichever earlier and manufacturer's Test report along with the goods, failing which, BHEL shall have the right to reject the goods.
- 23. All ferrous/ non-ferrous items shall be colour coded as per bureau of Indian standards/ or IS standards/ BHEL Standards.
- 24. **Recovery of Dues**: BHEL shall recover any amount due from the supplier or any amount outstanding to the credit of the supplier with BHEL R&D unit or any other BHEL unit(s) and/or by legal action.
- 25. Arbitration & Forum for Legal Proceedings: All disputes arising in connection with indigenous/ foreign supplies shall be settled through arbitration held at Hyderabad, AP, India and arbitration shall be appointed by Arbitration Tribunal of the Federation of Andhra Pradesh Chambers of Commerce and Industry, Hyderabad, AP, India. The Courts at Secunderabad/ Hyderabad, AP, India shall have jurisdiction in respect of any suit or other legal proceeding arising from or relating to this contract

The rights and remedies of BHEL stated in these General terms and conditions shall be in addition and supplemental to its rights and remedies under law and custom or usage of trade or business and shall in no way be deemed to limit, curtail, supercede or derogate from its said rights and remedies.

ह्य स्टब्स्ट एक सम्बद्ध

ANNEXURE "AA BHARAT HEAVY ELECTRICALS LIMITED CORPORATE RESEARCH & DEVELOPMENT DIVISION VIKASNAGAR, HYDERABAD – 500 093, INDIA

MATERIALS MANAGEMENT DEPARTMENT (Information for Technical & Commercial bids with general terms)

ENCLOSURE TO ENQ No:

DATE:

- a) Please indicate($_/$) for applicable or (X) for not applicable against each clause of the enquiry
- b) Vendor shall confirm their compliance for applicable clauses (_/) in their offer without deviation.

1) Technical offer:-

- a) Vendors to confirm compliance to all points of specifications, attached if any. Deviations if any should be specified in the offer.
- b) Vendors shall furnish relevant technical Documents / Catalogues. Drawings and Quality plan duly taking care of Purchase Specification and Quality requirements along with their offer in duplicate for Purchaser's review / Verification.

2) Two Part Bid:-

Vendor shall submit their offer in 2 parts.

- 2.1 <u>Technical Bid:-</u> Containing relevant technical data, drawings, catalogues, Quality Plan etc, along with Commercial Terms and Conditions and a <u>copy of the price bid with the price columns left blank (unpriced price bid). If the price bid was found later to be different from the unpriced price bid in any way, the <u>offer will be rejected.</u></u>
- 2.2 <u>Price Bid</u>:- Containing the Price(s) quoted. Installation and or commissioning charges shall be spelt out in absolutely lucid terms taking into account the total charges rather than quoting vaguely such as charges as per man day or charges per Engineer per day etc.,

Technical bids will be opened on the due date of the enquiry or any other date fixed by BHEL. Further, vendor should furnish clarifications, if any, required within seven days after the same is sought by Purchaser. If no clarifications/reply received within 7 days, it will be construed that vendor is not interested in the tender and Purchaser will finalise tender accordingly. Price bids received on due date along with technical offers will be recorded and opened subsequently with due intimation to vendors after finalising of technical scope of supply.

These bids shall be submitted in separate sealed covers superscribing the nature of the offer (technical bid or price bid). BHEL Eng No. Due date etc.

Note: In case of non-compliance with the TWO_-PART-BID ie.. clause number 2 and subclauses 2.1 and 2.2. Purchaser reserves the right to summarily reject all such offers.

3) Delivery:-

Vendor shall confirm supply of materials as per the delivery schedule indicated in the enquiry.

4) Negotiations:-

Vendor shall quote competitive price and best delivery to avoid negotiations.

5) Commercial Terms & Conditions:-

Terms of Delivery:

- a) Vendors shall clearly indicate terms of delivery Viz: Ex-Works/FOR Despatching station/FOR Despatching station FOR Destination/FOB port of loading/FAS Port of loading in their offer. If the terms of delivery is Ex-Works, then vendors shall clearly indicate the following:
 - 1. Packing and forwarding charges.
 - 2. Documentation / Handling charges if any
 - 3. FOB FAS charges (Inland Freight & Insurance charges from vendor works to port of Loading).
- All Indian Vendors shall clearly specify the Excise Duty in percentage applicable for their supplies. Offers containing expressions such as "Extra as applicable" or "As applicable at the time of Delivery" will be summarily rejected.
- c) CST/Local Sales Tax in percentage shall be clearly indicated.

6) Validity of Quotation:-

Validity of offer should be 90 days after the opening of price bid.

7) Part or split ordering:-

Purchaser reserves the right to order part of item / quantity of the enquiry.

- 8) For clauses not mentioned in this document see the enclosed "GENERAL TERMS AND CONDITIOINS OF ENQUIRY AND CONTRACT FOR THE PURCHASE OF GOODS"
- 9) In case your terms of payment are different from our standard payment terms, interest at the rate of 10.5% per annum (or BHEL's standard rate of interest) will be loaded to your prices for the difference of period of payment.



BHARAT HEAVY ELECTRICALS LIMITED CORPORATE R&D Division

Vikasnagar, Hyderabad – 500093, India.

Suppliers' compliance statement to basic conditions of enquiry

(In case Order to be placed on Indian supplier in Indian currency)

Condition	BHEL R& D's terms	Supplier's compliance (indicate Yes/No. if 'No', state terms desired)
1) Validity of offer	90 days from the tender opening date	
2) Delivery requirements	Free delivery at our stores or FOR destination (as indicated in the enquiry)	
3)Warranty	Unless specifically mentioned in the enquiry, all supplied items to be provided with warrantee for one year (or more, if provided by the OEM) from the date of acceptance/commissioning. In case of equipment involving erection and commissioning, warrantee shall be for 18 months from the date of dispatch or 12 months from the date of commissioning, whichever is earlier	
4) Terms of payment	Full payment will be made within thirty days after receipt, inspection and	
5) Taxes & Duties Unless specifically mentioned in the enquiry, we do not provide 'C' or 'D' form. Supplier to specify rates of taxes and duties element wise and related percentages.		
6) Penalty for late delivery		

^{*} BHEL R&D reserves the right to reject any offer due to non-compliance with the above conditions and/or non-receipt of this form in duly filled condition

(Signature and Stamp/Seal of Vendor)

^{*} Any other elements of cost in addition to the above may please be specified in detail



BHARAT HEAVY ELECTRICALS LIMITED CORPORATE R&D Division Vikasnagar, Hyderbad – 500093.

IMPORTED

Suppliers' compliance statement to basic conditions of enquiry

(In case Order to be placed on the Principal and foreign currency)

BHEL R& D's terms	Supplier's compliance (indicate Yes/No. if 'No', state terms desired)
90 days from the tender opening date (or as per enquiry)	
FCA – Nearest International Airport (or as indicated in the enquiry)	
with warrantee for one year (or more, if provided by the OEM) from the date of acceptance/ commissioning. In case of equipment involving erection and commissioning, warrantee shall be for 18 months from the date of dispatch or 12	
Sight draft. All bank charges inside India will be to BHEL R&D account and out side India will be to suppliers account. Documents through State Bank of India, HAL Complex, Balanagar, Hyderabad, AP, India-500 042.	
Pl specify percentage charges, if any. Indian agency/agent commission will be in Indian Currency only.	
As per enquiry	
As per enquiry	
BHEL will arrange Insurance based on intimation to our Insurance agency, United India Insurance Co., DO-2, Secunderabad, AP, India.	
0.5% per week beyond the delivery date as mentioned in the Purchase order on undelivered portion subject to a maximum of 10% of the total order value	
	90 days from the tender opening date (or as per enquiry) FCA – Nearest International Airport (or as indicated in the enquiry) Unless specifically mentioned in the enquiry, all supplied items to be provided with warrantee for one year (or more, if provided by the OEM) from the date of acceptance/ commissioning. In case of equipment involving erection and commissioning, warrantee shall be for 18 months from the date of dispatch or 12 months from the date of commissioning, whichever is earlier Sight draft. All bank charges inside India will be to BHEL R&D account and out side India will be to suppliers account. Documents through State Bank of India, HAL Complex, Balanagar, Hyderabad, AP, India-500 042. Pl specify percentage charges, if any. Indian agency/agent commission will be in Indian Currency only. As per enquiry BHEL will arrange Insurance based on intimation to our Insurance agency, United India Insurance Co., DO-2, Secunderabad, AP, India. 0.5% per week beyond the delivery date as mentioned in the Purchase order on

^{*} BHEL R&D reserves the right to reject any offer due to non-compliance with the above conditions and/or non-receipt of this form in duly filled condition

^{*} Any other elements of cost in addition to the above may please be specified in detail



BHARAT HEAVY ELECTRICALS LTD. Corp. R&D DIVISION VIKAS NAGAR, HYDERABAD-500 093 (INDIA)

VENDOR REGISTRATION FORM

[FORM TO BE SUBMITTED* BY THE BIDDER ALONG WITH TECHNICAL-BID]

	_	-
		Before filling please refer to instructions on page-4
1.0	<u>VEN</u>	DOR PROFILE:
	1.1	& 1.2 Name and address of the vender:
		Phone Nos.:
		Fax No.: Email:
	1.4	Local representative of the vender in India/ Hyderabad:
		Phone Nos.: Fax No.:
		Email: Contact person: Mobile No.:

2.0 & 2.1 <u>Type of Organisation:</u>

PROPRIETORSHIP	COMPANY	SISTER CONCERN	ANY OTHER (Please specify)
PARTNERSHIP	CORPORATION	Small Scale Industry	

3.0 <u>Annual Turn Over:</u> Name and address of the Banker:

Sr.No.	Bank	Address

4.0 <u>REGISTRATION PARTICULARS</u>

- 4.1 IT Permanent Account No.(PAN):
- 4.2 & 4.3 State and central sales tax Registration No.:
- 4.4 ED/ Service Tax Registration No.:

PF Account No.:

Labour Licence No.:

ESI Account No.:

5.2 Contact person:

Mobile No. :

5.3 Total Number of employees:

Graduates (Engr./Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

6.0 Wish to register for supplies/ services other than one bidding for :

Sr.No.	Service/Supplies	Capacity
<u>1</u>		
2		
3		
4		
<u>5</u>		
<u>6</u>		
7		

6.1 Reference list:

(Only recognized public and private sector companies, attach if printed copy available)

Sr.No.	Customer	Volume / Year
<u>1</u>		
<u>2</u>		
<u>3</u>		
<u>4</u>		
<u>5</u>		
<u>6</u>		
7		

7.0 & 8.0 <u>Infrastructure / facilities :</u>

Sr.No.	Facility (with specifications)	Age/ Year procured
<u>1</u>		
<u>2</u>		
<u>2</u> <u>3</u>		
<u>4</u>		
<u>5</u>		
<u>6</u>		
<u>7</u>		
<u>8</u>		
<u>9</u>		
<u>10</u>		

9.0 Registration with other BHEL Unit/Units:

Sr.No.	9.1.1 <u>Unit</u>	9.1.2 Registration No.
<u>1</u>		
<u>2</u>		
3		
4		

Any Other information:

Declaration:

The information furnished above is true and authentic.

(CEO / Propritor)

SEAL:

Date:

The competent authority reserves the right to accept or reject the registration. Registered vendors will be informed by mail / email, as convenient. Contact Sr.DGM (MM) for clarification/ additional information on registration.

A separate communication will be sent to you in case of non-registration, citing reasons thereof.

Instructions

- 1. Answer all items, use NA for items not applicable.
- 2. BHEL units do not require this registration.
- 3. Submit the form in duplicate.
- 4. Use additional sheets for want of space if required.
- 5. Attach copies of latest document s in respect of items 4.0 (Registration no.s)
- 6. Photographs of registered office and the chief executive/proprietor shall be furnished.
- 7. Use A4 sheets for this document and the enclosures.

^{*} REGISTERED BIDDERS, HAVING BHEL (R&D) REGISTRATION NO./ HAVE SUBMITTED THIS FORMAT EARLIER, NEED NOT FURNISH THIS INFORMATION SECOND TIME (UNLESS DESIRE TO UPDATE IT).

जन्म स मधुरा

BHEL CORPORATE R & D VIKAS NAGAR- HYDERABAD - 500 093 <u>ANDHRA PRADESH - INDIA</u> SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR. WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE". INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED.

1.0 GENERAL INFORMATION:

- 1.1....NAME OF COMPANY
- 1.2....DETAILS OF HEAD OFFICE:

ADDRESS : TELEPHONE : FAX : .EMAIL : .WEB SITE :

1.3....DETAILS OF FACTORY/WORKS:

ADDRESS : TELEPHONE : FAX : .EMAIL : .WEB SITE :

1.4....DETAILS OF MARKETING AGENT

ADDRESS:
TELEPHONE:
.FAX:
.EMAIL:
.WEB SITE:

1.5 CHIEF EXECUTIVE

NOTE: PLEASE ATTACH SEPARATE SHEETS, IF SPACE FOUND IS INADEQUATE

AUTHORISED SIGNATORY

मानुस्य स्थापन

BHEL CORPORATE R & D VIKAS NAGAR – HYDERABAD – 500 093 ANDHRA PRADESH – INDIA

SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

1.6	CONTACT PERSON(S) FOR PRODUCT OFFERED NAME(S) OFFICIAL CAPACITY ADDRESS: TELEPHONE FAX E-MAIL
1.7	YEAR OF ESTABLISHMENT
1.8	PRODUCTION CAPACITY PER ANNUM
1.9	PARTICULARS OF PRODUCT INCLUDING SPECIFICATION AND RANGE OFFERED FOR REGISTRATION (ATTACH BROUCHERS AND CATALOGUE)
1.10	NAME(S) OF BANKERS
1.11	BANKER'S CERTIFICATE
1.12	PORT OF LOADING
1.13	NEAREST AIRPORT
1.14	NAME OF THE INDIAN AGENT, IF ANY WITH AUTHORISATION LETTER
1.15	ANY OTHER INFORMATION:
AUTHO	ORISED SIGNATORY

BHEL CORPORATE R & D VIKAS NAGAR – HYDERABAD – 500 093 ANDHRA PRADESH – INDIA

SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

2.	U	FINA	NCI	AT.	INFO	RMA	TION
_	·v	T III			1111		11111

- 2.1...TOTAL CAPACITY
- 2.2...ANNUAL TURN OVER FOR LAST 3 YEARS
- 2.3...WHEHER CREDIT LICENSE ACCEPTABLE YES/NO
- **3.0** QUALITY MANAGEMENT SYSTEMS ENCLOSED FORMAT PART-B
 - 3.1 EXPERIENCE LIST FOR SAME/SIMILAR ITEMS TO BE ENCLOSED
- **4.0**.....FUTURE EXPANSION PLANS: (GIVE DETAILS)
- 5.0 LIST OF ENCLOSURES: INCLUDING BROUCHERS, CATALOGUES, TECHNICAL LITERATURE etc...
- **6.0** ANY OTHER INFORMATION

SIGNATURE OF SUPPIER NAME
DESIGNATION
DATE
.....OFFICIAL SEAL

AUTHORISED SIGNATORY