



**MM : A & S SECTION, JHANSI - 284129**

**PUR / E7910015**

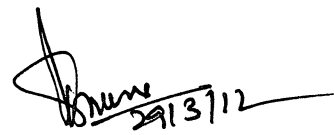
**TENDER DOCUMENT**

**FOR THE SUPPLY OF B.G.1 IN 8.5 RAILWAY TURN OUT, FAN SHAPE  
AS PER DESCRIPTION ( AT PAGE-2 ) ON FINISH BASIS.**

**C O N T E N T S**

**Page no**

1.	Description & Quantity covered	Annexure-I	2
2.	Qualifying Criteria		3
3.	Instructions for submission of Tender	Annexure-II	4
4.	Salient Technical Requirements	Annexure-III	5
5.	Commercial Terms & Conditions	Annexure-IV	6
6.	General Terms & Conditions	Annexure-V	7 to 10
7.	Techno-commercial Bid (Part-A)	Annexure-VI	11 to 12
8.	Price Bid Format (Part-B)	Annexure-VII	13

  
( A K Verma )  
MGR (MM)  
(Prepared by)



**MM : A & S SECTION, JHANSI - 284129**

ANNEXURE-I  
E7910015

**Description & Quantity**

SUPPLY B.G. 1 IN 8.5 TURN OUT FAN SHAPE DESIGN TO RDSO DRG. NO. T - 4865 MADE FROM 52 KG. 90 UTS. T - 12 (1ST QUALITY) RAILS, 6400 MM CURVED SWITCH TO RDSO DRG. NO.T- 4866 AND CMS CROSSING TO RDSO DRG. NO. T -4867 INCLUDING ALL FITTING AND PSC SLEEPERS FOR RDSO DRG. NO. COMPLETE WITH ALL MATERIAL INCLUDING 52 KG. IST QUALITY LEAD RAILS, FISH PLATES AND FISH BOLTS ETC. AND ALL FITTINGS SUITABLE FOR PSC SLEEPERS FOR CHECK RAILS H.W. LEVER BOXES WITH CONNECTING ROD ETC. INCLUDING AS A COMPLETE JOB (ALONG WITH RITES CERTIFICATE).

**Quantity - 3 nos.**

-----  
**Signature of Supplier :**

**Name :**

**Designation :**

**Seal :**



**MM : A & S SECTION, JHANSI - 284129**

**Qualifying Criteria**

Supplier should have successfully completed the supply of minimum one no Point & Crossing / Turn out , as per Indian railway specification in last five years. Party have to submit proof of the same along with Part A / Technical - Bid.

Please attach completion certificate in order to qualify.

( Attached / Not Attached )  
(Please (√) Tick appropriate )

Signature of Supplier :

Name :

Designation :

Seal :



**INSTRUCTIONS FOR SUBMISSION OF TENDER**

1. The offers against the enquiry shall be submitted in two parts as detailed below :-  
**Technical Bid (Part – A) :-** (A1)- Tender document Page 1 to 13 duly filled & signed  
(A2)- Blank Price Bid (Un Priced) duly signed (Page no. – 13 )  
**Price Bid (Part – B) :-** (B1)- Price bid duly filled & signed (Page no. – 13 )
2. The vendors shall prepare Part-A and Part-B in two different sealed envelopes duly super-scribing Enquiry No. and Part No. of the bid. These two parts of the bid shall be kept together in a third envelope super-scribing Enquiry No., due date and time of opening as indicated in the tender enquiry. This envelope containing Part-A & Part-B shall be submitted to BHEL .
3. Part-A of the bid alone shall be opened on the due date in presence of the tenderers in the first instance. This part of the bid shall be examined in detail. Part B of the bid shall be opened only for such of the tenderers whose Techno-Commercial offers are found acceptable by BHEL. Such tenderers shall be informed the date and time of opening of Part B i.e. price part of their bids. Tenderers must carefully go through all the instructions and conditions before filling in Part B of the bid. Any type of mistake in submission of the bids will make the tender liable for rejection.
4. The bids shall be submitted only in the format given in the tender documents. It may be noted that each page of the tender document has been signed by BHEL. While submitting the bid, these every pages are to be used in original. The tenderer is also required to sign and stamp each and every page of the tender document .
5. Tenders not complying with the above and other requirements of the tender shall be liable for rejection. Tenderers are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillments of all the technical and commercial parameters.
6. It must be clearly understood that the order concluded pursuant to this tender enquiry shall be governed by the General terms & conditions as preprinted overleaf of the enquiry. No deviation from these conditions is permitted.
7. No over-writing in any of the Annexures of Part-A or Part-B is permitted. Corrections in the bid should normally be avoided. However, when these become essential, bidder shall score out the incorrect information and put the correct information duly endorsing each correction with his signatures.
8. BHEL may go for REVERSE AUCTION and finalize order on the basis of rate obtain through reverse auction. During reverse auction, if no bid is received within specified time, BHEL, at its discretion, may decide to revise opening price / scrap the reverse auction process / proceed with conventional mode of tendering (opening of price bid Part B submitted by the tenderers earlier along with techno-commercial bid).

-----  
We confirm above instructions have been fully understood. We further confirm that price bid has been submitted exactly in line with format at Annexure - VII without addition of any other terms & conditions and if the price bid is found to be conditional (e.g. minimum order quantity, slab rate, discount for quantity, different terms of payment etc. etc.), BHEL has full right not to accept our offer.  
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Signature and seal of Supplier



**SALIENT TECHNICAL REQUIREMENTS**

**SCOPE OF WORK**

SUPPLY OF B.G. 1 IN 8.5 TURN OUT FAN SHAPE DESIGN TO RDSO DRG. NO. T- 4865 MADE FROM 52 KG. 90 UTS.T-12 (1ST QUALITY) RAILS, 6400 MM CURVED SWITCH TO RDSO DRG. NO.T- 4866 AND CMS CROSSING TO RDSO DRG. NO. T- 4867 INCLUDING ALL FITTING AND PSC SLEEPERS FOR RDSO DRG. NO. COMPLETE WITH ALL MATERIAL INCLUDING 52 KG. 1ST QUALITY LEAD RAILS, FISH PLATES AND FISH BOLTS ETC. AND ALL FITTINGS SUITABLE FOR PSC SLEEPERS FOR CHECK RAILS H.W.LEVER BOXES WITH CONNECTING ROD ETC. INCLUDING AS A COMPLETE JOB (ALONG WITH RITES CERTIFICATE).-----

**Quantity- 3 nos**

**INSPECTION : -**

THE ITEM SHALL BE GOT INSPECTED BY RITES AT SUPPLIER'S WORKS BEFORE DELIVERY. THE COST OF INSPECTION SHALL BE BORNE BY SUPPLIER.

**INSPECTION CERTIFICATE OF RITES REQUIRED.**

Signature of Supplier :

Name :

Designation :

Seal :



**MM : A & S SECTION, JHANSI - 284129**

**ANNEXURE-IV**  
**E7910015**

**COMMERCIAL TERMS & CONDITIONS**

- 1- The validity of offer shall be 120 days from date of opening of price bid.
- 2- Taxes & Duties shall be extra as applicable on the date of actual delivery. Tenderers are advised in their own interest to familiarize themselves fully with various types of taxes and their rates etc. It may be noted that evaluation of quoted prices shall be done on the basis of landed cost at BHEL which shall be arrived at after loading the prices wherever required. Applicable taxes & duties on the date of offer MUST be mentioned. If any bidder is found to incorrectly declare less value of ED or nil ED in the offer, his order will be terminated. For increase in ED rate slab during order period, required proof & undertaking will have to be given to this effect before same is admitted by BHEL.
- 3- Penalty clause will be operated as per Clause # 7 of Annexure-V of the Enquiry.
- 4- The rates quoted shall be on FOR BHEL Jhansi basis on per Kg basis only. Freight & insurance from suppliers works to BHEL Jhansi works shall be in the scope of the bidder.
- 5- Rates shall be quoted duly considering the CENVAT and Input Tax Credit available on the input material and the corresponding benefit on this account shall be passed on to BHEL.

**Payment Terms**

- 6- 100% payment after 60 days of receipt and acceptance of material at BHEL works. The suppliers who are availing SIDBI / HDFC discounting facility (payment by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. These payment terms will be treated as standard terms of payment. The bidders who are covered under MSMED Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. However, due to funds problems, this facility can not be extended to other suppliers. The bidder who quote any other tough terms of payment, their prices will be loaded suitably.

**Signature of Supplier :**

**Name :**

**Designation :**

**Seal :**



**GENERAL TERMS & CONDITIONS**

1. Purchase Order Acknowledgement must reach the concerned Officer of MM Deptt., BHEL, Jhansi within 2 weeks of issue of PO. Failure to do so within stipulated period will be deemed to mean that the order has been accepted by the supplier.

2. **CONSIGNEE**

Unless otherwise mentioned, all goods shall be consigned as noted below:

Incharge (FMS )  
Factory Main Stores,  
Bharat Heavy Electricals Ltd.,  
JHANSI - 284129

3. **DOCUMENTATION**

The supplier shall forward 3 sets of the documents as detailed below:

- (a) First set to the concerned Purchase Executive, BHEL, Jhansi comprising:
- |       |   |   |        |
|-------|---|---|--------|
| (i)   | Invoice   | - | 1 Copy |
| (ii)  | Challan/Despatch Advice Note  | - | 1 Copy |
| (iii) | Guarantee Certificate   | - | 1 Copy |
| (iv)  | Test Certificate  | - | 1 Copy |
| (v)   | Excise Duty Gate Pass   | - | 1 Copy |
| (vi)  | Material accounting statement (for free issue material). If no material is issued by BHEL, then the statement should indicate "NIL" |   |        |
- (b) Second set to Incharge, Factory Main Stores BHEL, Jhansi comprising:
- |       |  |   |          |
|-------|--|---|----------|
| (i)   | Challan / Despatch Advice Note   | - | 1 Copy   |
| (ii)  | Duplicate for Transporters copy -<br>(2nd Original) of Excise Duty Gate Pass | - | 1 Copy   |
| (iii) | Guarantee Certificate  | - | 3 Copies |
| (iv)  | Test Certificate   | - | 3 Copies |
- (c) Third set to Manager(Finance), Supply Bills Section , BHEL, Jhansi comprising:
- |       |   |   |        |
|-------|---|---|--------|
| (i)   | Signed Invoice                                | - | 2 Copy |
| (ii)  | Challan/Despatch Advice Note                  | - | 1 Copy |
| (iii) | Excise Duty Gate Pass<br>(Original for Buyer) | - | 1 Copy |

**MM : A & S SECTION, JHANSI - 284129****4. GUARANTEE**

All goods shall be free from any defects due to faulty material and workmanship and it will be guaranteed for a period of 18 months from the date of commissioning of the goods at customer's site or 24 months from the date of dispatch whichever is earlier. However, for any "LATENT DEFECTS" supplier will be responsible even after 24 months, if failure occurs due to the same.

**5. REJECTIONS**

If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier:-

5.1.1 Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.

5.1.2 Allow the supplier to make free replacement within a specified period, rejected goods can be lifted by the supplier thereafter.

OR

Allow the supplier to refund the full amount paid to him by BHEL by a Demand Draft before lifting the rejected goods. Fresh replacement shall be regularized as per terms & conditions of the original purchase order.

OR

Take alternative procurement action from elsewhere and recover the difference in cost, if any incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on purchase.

5.1.3 Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier.

**6. INDEMNITY**

Supplier shall indemnify BHEL against the following :-

- (a) Any claim or infringement of letters, patent or registered design by the use of any article or material supplied to BHEL and against all cost and damages which may incur, any action for such infringement or for which BHEL become liable in any such action.
- (b) All claims for injury or damage caused by the supplier's negligence or the negligence of supplier's employees or arising from any defect in the goods supplied or on the work carried out by the supplier.
- (c) All claims for injury to the supplier's employees or agents employees whilst on BHEL's premises.

**7. SUB-CONTRACT**

The purchase order or any part thereof must not be sub-contracted by supplier without BHEL's written consent.

**8. PENALTY**

**MM : A & S SECTION, JHANSI - 284129**

If the material is not supplied within stipulated time, BHEL shall be within their right free to cancel the PO and purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting supplier to make good loss suffered by BHEL. The above option shall be executed at the discretion of BHEL.

Failure to effect supply by the time specified in the order or period of extension granted in writing by BHEL will make the supplier liable to pay unconditional penalty of ½ % (half percent) of the price of goods in arrears per week subject to maximum of 10% (ten percent) of the order value.

9. **ADJUSTMENT OF RECOVERY OF AMOUNT PAYABLE BY THE SUPPLIER**

Any amount payable by the consignor / supplier under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the consignor/supplier under any other order/works contract awarded to him. This is without prejudice to any other action as may be deemed fit by BHEL.

10. **JURISDICTION**

All suits or any matters arising out of the POs based on the this enquiry shall lie in Jhansi Courts only.

11. **ARBITRATION**

Except where otherwise provided for in the contract any dispute relating to the meaning of, drawings and instructions, herein before mentioned and as to the quality of workmanship or materials, used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the work, or the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment there of shall be referred to the sole arbitration of the Executive Director/General Manager BHARAT HEAVY ELECTRICALS LIMITED, JHANSI, and if the Executive Director / General Manager is unable or unwilling to act, then to the sole arbitration of some of other person appointed by ED/GM willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of BHARAT HEAVY ELECTRICALS LIMITED and even if the contract relates and in the course of his duties as such he had expressed views on all or any of the matters in dispute of difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at

the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the term of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. It is also a term of this contract that any other person appointed by such Executive Director / General Manager as aforesaid only should act as arbitrator and if for any reason, that is not possible the matter is not to be referred to arbitration at all. In

cases, where the amount of the claim in dispute is Rs 50,000/- (Rupees Fifty Thousand) and above the arbitrator shall give reasons for the award.



**MM : A & S SECTION, JHANSI - 284129**

Subject as aforesaid the provision of the Arbitration and Conciliation Act of 1996 or any statutory or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect to each such disputes.

The arbitrator(s) may from time to time and with consent of the parties enlarge the time for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be held on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearings.

The arbitrator shall give a separate award in respect of each dispute or difference to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding to all parties.

12. Wherever purchase order stipulates payments on the basis of weight of the supplies, the order will specify the design weight. In case of change in design during execution of the order, the corresponding change in weight will be incorporated in the purchase order simultaneously. Payment will be made against such orders, only on the basis of actual weight incorporated in the order.
13. Terms & conditions pre-printed on the reverse of our Tender Enquiry shall also be applicable.

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**Signature of Supplier :**

**Name:**

**Designation :**

**Seal :**



MM : A & S SECTION, JHANSI - 284129

ANNEXURE-VI  
E7910015

**TECHNO COMMERCIAL BID (PART-A)**  
**E7910015**

(Supplier should fill up this bid by putting the tick in accepted / non accepted column)

SUPPLIER'S NAME & ADDRESS :-

.....  
.....

A. **TECHNICAL PART**

THE SUPPLY OF B.G.1 IN 8.5 TURN OUT FAN SHAPE  
ON FINISH BASIS. AS PER DESCRIPTION (at page -2 )

Accepted / Not accepted

ITEM SHOULD BE OF FIRST QUALITY.

B. **INSPECTION REQUIREMENT**

THE ITEM SHALL BE GOT INSPECTED BY RITES AT  
SUPPLIER'S WORKS BEFORE DELIVERY. THE COST  
OF INSPECTION SHALL BE BORNE BY SUPPLIER.  
INSPECTION CIRIFICATE OF RITES REQUIRED.

Accepted / Not accepted

C. **GENERAL**

C 1. Quotation not confirming to this requirement is  
liable for rejection

Accepted/ Not Accepted

C 2. Present rate of Excise duty

..... %

C 3. Present rate of VAT / CST

..... %

D. **COMMERCIAL PART**

D 1. Taxes and duties shall be extra as applicable on  
the date of actual delivery.

Accepted / Not accepted

D 2. Penalty clause as well as other conditions given  
in general Terms & conditions, (Annexure V)

Accepted / Not accepted



6

**MM : A & S SECTION, JHANSI - 284129**

and Standard Enquiry terms & conditions are acceptable to us.

- |       |   |                            |
|-------|---|----------------------------|
| D 3.  | Rates quoted in the price bid shall be on FOR BHEL Jhansi basis. Freight & Insurance shall be in the scope of supplier.   | Accepted / Not accepted    |
| D 4.  | Validity of the rates quoted is 120 days from the date of opening of price bid.   | Accepted / Not accepted    |
| D 5.  | The delivery shall be 8 weeks after issued of PO.   | Accepted / Not accepted    |
| D 6.  | 100% payment after 60 days of receipt and Acceptance of material at BHEL'S works  | Accepted / Not accepted    |
| D 7.  | Rate is to be quoted on fully finish basis  | Accepted / Not accepted    |
| D 8.  | One single rate alone has been quoted with price Bid ( Part B of offer ) which is totally unlinked with quantity or any other condition not included in BHEL terms & condition.   | Accepted / Not accepted    |
| D 9.  | In case any deviation is observed in the offer shall rejected by BHEL.  | Accepted / Not accepted be |
| D 10. | BHEL may finalize the order through Reverse Auction or through conventional mode of tendering (opening of price bid Part B submitted by the tenderers earlier along with techno-commercial bid). The finalization method shall be informed to vendors in advance. | Accepted / Not accepted    |

Note :- If any of the above conditions are not accepted , the offer shall be liable for rejection.

Person to be contacted : .....

Telephone No : .....

Fax No : .....

E mail Id : .....

**Signature and seal of supplier**



**PRICE BID (PART - B)**

To,  
The Deputy General Manager (MM)  
BHEL Jhansi -284129.

**Subject : Price Bid against your Enquiry no. E7910015**

Dear Sir,

1. We are quoting rate on FOR BHEL Jhansi basis excluding Excise Duty, Sales Tax (CST or VAT ) and any other Govt. Tax / Duty. Details of taxes & duties are given in Part A of the bid. " For the SUPPLY B.G. 1 IN 8.5 TURN OUT FAN SHAPE DESIGN TO RDSO DRG. NO. T- 4865 MADE FROM 52 KG. 90 UTS.T-12 (1ST QUALITY) RAILS, 6400 MM CURVED SWITCH TO RDSO DRG. NO.T- 4866 AND CMS CROSSING TO RDSO DRG. NO T- 4867 INCLUDING ALL FITTING AND PSC SLEEPERS FOR RDSO DRG. NO. COMPLETE WITH ALL MATERIAL INCLUDING 52 KG. 1ST QUALITY LEAD RAILS FISH PLATES AND FISH BOLTS ETC. AND ALL FITTINGS SUITABLE FOR PSC SLEEPERS FOR CHECK RAILS H.W.LEVER BOXES WITH CONNECTING ROD ETC. INCLUDING AS A COMPLETE JOB (ALONG WITH RITES CERTIFICATE)

Rs .....per no.(in figures) .

Rs ..... per no.(in words).

**NOTE** : The price bid submitted in any other format or by adding any condition (e. g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be straight way REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.

Signature of Supplier :

Name :

Designation :

Seal :