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and OHSAS 18001 certified
company
SubContract and Purchase
Department.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

पावर सेक्टर, उ.क्षे.परिसर, प्लाट नं.25, सेक्टर-16ए, पोस्ट बॉक्स सं.55, नोएडा-201301,
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ENQ. NO.: BHEL-PSNR/SCP/RSG/E-2300 :

DATE: 29.03.2012 , DUE ON: 12.04.2012

To

Dear sirs,

Sealed quotations are invited for the supply for under noted stores on terms and conditions specified overleaf. The quotations should be submitted in a sealed cover superscribing the Enquiry No. and due date addressed to the undersigned by designation so as to reach him before **3.00 p.m.** on the due date. It should be clearly noted that this is only an invitation to quote and not an order.

S.NO.	STORES DESCRIPTION	QTY.	DELIVERY REQD.
1.	SUPPLY OF HAND OPERATED ELECTRIC TORQUE WRENCH. SPECIFICATION AS BELOW:- 1) Torque range: 100-800 Nm with digital Display. 2) Square Drive: 1' and ¾'. 3) Weight: Preferably less than 8Kgs. 4) Length of Electric Cable: 25 meters min. with three pins plug, 15A. 5) Single Phase Motor, 230V AC , 50 Hz.	02 NOS.	BHEL SITE OFFICE, INDIRA GANDHI SUPER THERMAL POWER PROJECT, PO-JHARLI DISTT. JHAJJAR (HARYANA)-124125.

NOTE:

- 1) **Delivery required** WITHIN 3-WEEKS FROM DATE OF RECEIPT OF P.O.
- 2) **Warranty for 12 months and Torque Calibration Certificate** shall be submitted with dispatch.
- 3) **Inspection** to be carried by BHEL at site.(Supplier to supervise the first commissioning of supplied Torque wrench and provide the adequate operation training to site engineers of BHEL within the quoted rates).
- 4) **Qualifying Requirement:**
 - (a) Bidder to submit the recent past experience for selling of similar Or higher capacity HAND OPERATED ELECTRIC TOPRQUE WRENCH to reputed companies along with tender.
 - (b) Bidder to ensure the facility of after sales service and availability of spares.
 - (c) Bidder to provide the document for ENSURING OF THE SPECIFICATIONS in line with tender requirement. Non- Compliances to Tender Terms may lead to rejection of offer.

- (d) Bidder to submit the EARNEST MONEY DEPOSIT (EMD) in the form of DD of Rs. 50,000.00 favoring BHELPSNR NOIDA or NATIONAL SMALL SCALE INDUSTRY CERTIFICATE (NSIC) VALID AS ON DATE.

Encl:

1. Instruction to Bidders, **Annexure "1"**
2. Special terms and condition of Tender, **Annexure "2"**
3. General Terms and conditions, **Annexure "3"**
4. UN PRICE FORMAT, **Annexure " 4"**
5. RATE SCHEDULE FOR PRICE PART, **Annexure "5"**
6. Format of E-Payment Details, **Annexure "6"**

Instruction to Bidders (Annexure-“1”)

1. TENDERS TO BE SUBMITTED IN TWO PART.

2. **PART-1: TECHNO-COMMERCIAL BID. IT SHOULD INCLUDE FOLLOWING:**

- i) Acceptance of technically and commercial terms & conditions. (By submitting duly signed and stamped all pages of Tender document as a proof of acceptance)
- ii) Details of offered items with **no deviation certificate** stating that there is no deviation to the tender specification. Deviation if any shall be liable for loading as per BHEL norms or rejection of bids at the discretion of BHEL.
- iii) Un-Price Format – (As per Annexure-4), Any column left black shall be treated as NA as per tender.

PART-2: PRICE BID AS PER RATE SCH. FORMAT, DULY FILLED, SIGNED AND STAMPED. IT SHOULD INCLUDE FOLLOWING:

- i) Offered price, as per Rate Schedule format enclosed-Annexure-5 (No hidden charges shall be accepted). Any column left black shall be treated as NA as per tender.
- ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

3. **Following should be super scribed on the envelopes of the two parts of the Bid.**

Part I: Techno-Commercial Bid:-

Tender for: _____

Tender No. _____ Due on: _____

Part II: PRICE BID:

Tender for: _____

Tender No. _____

4. BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED & SUPERSRIBED AS:

Tender for: _____

Tender No. _____ Due on: _____

Containing Part I and Part II of the offer.

5. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
6. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
7. Incomplete bids are liable to be rejected.
8. Rates quoted should be on F.O.R. DESTINATION basis and in INR only.
9. Payments against supply shall be made through e-commerce (EFT). Hence, parties are requested to submit the details of their bank account as per sheet attached on their Company's Letter Head along with the Concerned Bank's certification or with a Xerox/ Scanned copy of Cancelled- Cheque.
10. Suppliers to sign all pages of enquiry as a proof of acceptance.
11. Tenders must be submitted to the undersigned **latest by 15.00 Hrs. on 12.04.2012.** Technical bids shall **be opened at 15.30 Hrs. on 12.04.2012.**

Rashmi Gupta 29.03.2012
For and on behalf of BHEL
(RASHMI GUPTA)

Special Terms & Conditions (ANNEXURE-“2”)

1. OFFERS RECEIVED FROM MANUFACTURERS / AUTHORISED DEALER ONLY SHALL BE CONSIDERED. IN CASE OF DEALER, AUTHORIZATION FROM OEM MUST BE SUBMITTED.
2. MANUFACTURER'S TEST CERTIFICATE FOR VARIOUS TESTS TO BE CONDUCTED DURING OR AFTER PRODUCTION SHALL BE FURNISHED WITH & SHOULD BE DULY SIGNED WITH A SEAL OF THE COMPANY.
3. PRICE QUOTED SHOULD BE F.O.R DESTINATION DELIVERY BHEL SITE OFFICE
4. Offers should be **valid for a period of 60 days from the date of Techno-Commercial bid (Part-I) opening.**
5. The prices should be net F.O.R. destination inclusive of Freight and risk in transit and remain valid for 60 days from the due date of techno-Commercial bid (Part-I) opening. Whenever the tenderers quote F.O.R. destination through Railway Station/Lorry Go-down they should indicate the approximate freight charges up to destination.
6. Taxes and duties where payable extra to the quoted price should be specifically stated in quotations, failing which the purchaser will not be liable for payment of the same. Statutory Variations in govt. taxes & duties within contractual delivery period shall be to BHEL account.
7. QUOTED RATES SHALL REMAIN FIRM EXCEPT FOR VARIATION IN DUTIES / TAXES AS MENTIONED AT SL. NO. 6 ABOVE.
8. The prices quoted shall be firm and no revision of prices will be entertained after the quotations are opened.
9. The rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the lesser of the two will be treated as valid rate. Also in case of any mistake in calculations then lesser will be treated for placement of Purchase Order.
10. The purchaser shall not be bound to accept the lowest or any other quotation and shall be entitled to accept or reject any quotation in part or full without assigning any reason whatsoever.
11. Quotations received after the due date & time shall be liable to be summarily rejected.
12. THE QUANTITIES INDICATED ARE TENTATIVE AND NO COMPENSATION SHALL BE ADMISSIBLE ON CHANGE IN ACTUAL REQUIREMENT BY BHEL.
13. **OUR PAYMENT TERMS ARE 90% PAYMENT + 100% PACKING FORWARDING, TAXES DUTIES FREIGHT ETC. AGAINST DELIVERY (NOTE SUPPLIER MUST SUBMIT DESPATCH DOCUMENTS (SUCH AS ORIGINAL INVOICE, COPY OF LR, EXCISE INVOICE, WARRANTY AND THE TEST REPORT).ALONG WITH INVOICE IN DUPLICATE & BALANCE 10% WITHIN 30 DAYS AFTER RECIEPT & ACCEPTANCE OF MATERIAL AT SITE (Supplier to submit an inspection, commissioning & training completion report by site).**

14. IN CASE OF DELAY/DEFAULT ON THE PART OF THE SUPPLIER, BHEL RESERVES THE RIGHT TO PROCURE QUANTITIES FROM OTHER SUPPLIERS AT ORIGINALLY ORDERED RATE OR HIGHER RATES AT THE RISK AND COST OF THE SUPPLIER OR L.D SHALL BE IMPOSED AT DISCRETION OF BHEL .AS PER TERMS AND CONDITIONS GOVERNING PURCHASE ENCLOSED. .
15. BIDDERS SHOULD FURNISHE BREAKUP DETAILS OF PRICE QUOTED, SUCH AS BASIC PRICE, EXICE DUTY, FREIGHT & TRANSIT INSURANCE CHARGES, SALE TAX, SERVICE TAX / VAT AND THE OTHER APPLICABLE CHARGES.

**Signature with seal of Bidder
As a confirmation on acceptance**

Of Special Terms and Conditions



GENERAL TERMS & CONDITIONS (Annexure-3)

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent NATIONAL / INTERNATIONAL standard specification.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per **clause 13** of "**SPECIAL TERMS AND CONDITIONS**" (enclosed).
5. All payments are made through RTGS/EFT, Supplier to provide the bank detail for electronic funds transfer. **No advance shall be paid.**
6. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
7. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier. However any changes / variations in govt. levies within the contractual delivery period shall be to BHEL account.
8. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
9. Supply against orders will be subject to the General Conditions of purchase prevailing in **Bharat Heavy Electricals Limited.**
9. Where Sales Tax is payable extra it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer.
10. **DELIVERY:** - The seller shall deliver the stores in accordance with the conditions of the purchase order at the time and at the place and in the manner specified there. The time for and date of delivery of the stores shall be of the essence of the purchase order. The risk in the stores shall not pass to the purchaser unless and until the stores have been duly accepted by the purchaser at the destination. For purpose of completion of Delivery, the date of RR/ LR/ BL/ AWB shall be considered from the zero date or start of delivery period mentioned in P.O.
11. **Liquidated Damages:** It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½% (half percent) of the value of goods in arrears per week subject to a maximum of 10% (ten percent) of the contract value excluding taxes, duties, freight, insurance and other Govt. levies shall be levied at the discretion of the purchaser, without prejudice to any other relief or compensation due to the purchaser under any other condition to the contract.

12. **Risk Purchase:-** Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 10 above.
13. **Inspection:** All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment. The Tenderers shall also offer load test/over load test of the crane at manufacturer's works in presence of engineers from BHEL. Load test shall also be carried out with available load at site as per load chart of the crane.
14. **Insurance:** - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks .

In all other cases, supplier must furnish particulars of dispatch i.e. station of dispatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.

15. **Metric System:-** Suppliers are requested to give metric measurements while quoting.
16. **Arbitration :** All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 the place of Arbitration shall be New Delhi (India).
17. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.
18. **GUARANTEE:-** The stores shall be guaranteed for design, material and workmanship and also for performance stipulated by the purchaser in the order or conditions. Unless specified otherwise in the purchase order, the period of guarantee shall be 12 months from the date of commissioning or 18 months from the date of despatch whichever is earlier.
19. **In case of there is any contradiction between Special terms & condition & General Terms & condition, the formal shall prevail.**

**UN PRICE FORMAT, Annexure " 4"****TO BE FILLED BY THE BIDDER AND ENCLOSED WITH BID PART I**

ENQ.NO. BHEL-PSNR/SCP/RSG/E-2300 dated 29.03.2012.

NAME OF BIDDER:

DUE DATE:- 12.04.2012

SL.NO	DESCRIPTION	UNIT RATE (LUMPSUM IN RS.) OR (IN PERCENTAGE)	REMARK
1.	WHETHER BASIC UNIT EX-WORKS PRICE QUOTED IN BID PART-II	YES / NO	
2.	WHETHER PKG. AND FORWARDING CHARGES QUOTED IN BID PART-II	YES / NO	
3.	RATE OF EXCISE DUTY+ CESS IF APPLICABLE & SEPARATELY CLAIMABLE	% OF	
4.	RATE OF CST WITHOUT FORM C/VAT	% OF	
5.	WHETHER FREIGHT & TRANSIT INSURANCE CHARGES FOR JHAJJAR SITE QUOTED IN BID PART-II IF SEPARATELY CLAIMABLE	YES / NO	
6.	OCTROI CHARGES or OTHER LEVIES/ CHARGES SHALL BE BHEL SCOPE.	AS PER ACTUALS	
7.	VALIDITY OF OFFER	AS PER TENDER	
8.	DELIVERY PERIOD	AS PER TENDER	
9.	PAYMENT TERMS	AS PER TENDER	
10.	SUBMISSION OF TORQUE CALIBRATION CERTIFICATE	AS PER TENDER	
11.	WARRANTY/GUARANTEE CERTIFICATE	AS PER TENDER	
12.	INSPECTION	AS PER TENDER	
13.	OTHERS		

NOTE:

- Offers should preferably be submitted as per the terms & conditions of the NIT and should be indicated "As per NIT". However, in case of any deviation, the same should be specifically furnished by the bidders.
- The bidders should clearly mention whether or not the charges against all above columns are included in their quoted prices.
- Bidders are required to quote all the applicable charges **OR** clearly mention **N.A.** against items which are not applicable.
- For the **charges quoted in percentage**, bidders must **specify the price component** on which it is chargeable
- Price basis should be indicated clearly, e.g. 'F.O.R. Destination', 'Ex-Works' etc.

Signature of Bidder with seal

**RATE SCHEDULE FOR PRICE PART , Annexure "5"**

ENQ.NO: BHEL-PSNR/SCP/RSG/E-2300 dated 29.03.2012

**TO BE FILLED BY THE BIDDER AND
ENCLOSED AS PRICE BID PART II**

NAME OF BIDDER:

DUE DATE: 12.04.2012

S.No.	DESCRIPTION	QTY. (UNIT)	UNIT RATE/ PERCENTAGE	TOTAL AMOUNT	REMARKS
	1	2	3	4	5
1.	BASIC EX- WORKS PRICE				
2.	PACKING & FORWARDING CHARGES				
3.	EXCISE DUTY + CESS IF SEPARATELY CLAIMABLE				
4.	CST WITHOUT FORM C/VAT				
5.	FREIGHT & TRANSIT INSURANCE CHARGES FOR JHAJJAR SITE IF SEPARATELY CLAIMABLE				
6.	OCTROI CHARGES			AS PER ACTUALS	
7.	OTHER LEVIES, IF ANY				
8.	OTHER CHARGES (NOT SPECIFIED ABOVE)				
9.	TOTAL TENTATIVE ORDER VALUE (F.O.R. DESTINATION COST TO BHEL)				

NOTE:

1. Bidders are required to quote all the applicable charges OR clearly mention N.A. against points which are not applicable.
2. For the charges quoted in percentage, bidders must specify the price component on which it is chargeable.
3. The rates shall be entered in figures as well as in words. In case of difference in rates between words and figures or the miscalculations & overwriting the lesser of the two will be treated as a valid rate.

Signature of Bidder with seal

FORMAT FOR E-PAYMENT DETAILS: - BHEL-PSNR-NOIDA- Annexure "6"

(To be given in letterhead)

Beneficiary Name :

Bank Name & Branch :

MICR Code (9 Digits) :

IFSC CODE (For NEFT) :

Beneficiary Account No. :

Beneficiary E-mail ID
(For payment confirmation) :