

1. INVITING TENDERS

Sealed quotations in two parts are invited for fabrication & supply of 50 sets of Kits (as per the drawings & annexure-I attached).

Submission of two parts shall be as follows:

Bid	Bid description	Superscribing envelope	on *** Should contain ***
Part I	Techno-Commercial Offer	Part-I (Techno-Commercial) bid against tender enquiry no: BHE:IVP:PROD:KIT dated 17.04.2012 due date for opening on 27.04.2012	<ol style="list-style-type: none"> 1. Acceptance of all terms and conditions of tender enquiry. (Preferred is submitting signed copy of terms and conditions; if nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable). 2. Unpriced bid as per format attached (Annexure-A). All details i.e duties and taxes etc. should be filled.
Part II	Price Bid	Part-II (Price) bid against tender enquiry no: BHE:IVP:PROD:KIT dated : 17.04.2012	Price bid in the format attached (Annexure-B).

Both the envelopes should be put in outer sealed envelope superscribing details of enquiry no., enquiry date & due date of opening.

Quotations shall reach by 1400 Hrs and Part-I shall be opened at 1500 Hrs on due date 27.04.2012. If all the bidders have accepted all the terms and conditions, price bid will be opened on same day at 1600 Hrs. Late offers are liable to be rejected, so please ensure to send the quotation well within due date.

2. PRICE QUOTATION:

Unpriced as well as price quotation format shall be as attached. (Please use the annexure).

- 2a. Rates shall be quoted on **rate per set basis & on FOR GOINDWAL SAHIB BASIS**.
- 2b. Present rate of Duties & Service Tax shall be mentioned in the table as %. All the duties & taxes shall be paid extra. The comparison among bidders shall be done on the basis of quoted rates converted to "Total landed cost to BHEL". All other charges i.e. any other State sales tax, Octroi, Freight, insurance, or any other levies shall be borne by you.

3. FIRM PRICES:

The prices quoted shall be firm till the execution of all the orders against the rate contract.

4. VALIDITY OF THE OFFER:

Quotations shall be valid till 60 days of opening date. In case of extension of due date of opening, the validity shall be accordingly extended.

5. DELIVERY SCHEDULE:

The bidder shall quote the best possible delivery. However, the delivery for all the kits to be completed within 1 month of PO date. The delivery period shall be reckoned from the date of purchase order to dispatch from the vendor works.

6. INSPECTION:

All kits shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL stores. The supplier will not charge for the facilities provided for inspection of kits.





TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.BHE:IVP:PROD:KIT DATED:
17.04.2012

7. **TERMS OF PAYMENT:**

7.1. 100% payment against supplies received shall be made within 30-45 days from receipt and acceptance of material by BHEL and receipt of following dispatch documents.

7.1.1. Commercial invoice (in duplicate).

7.1.2. Original VAT/Service Tax invoice valid for claiming input tax credit.

7.2. Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.

7.3. BHEL will not be responsible for delays in release of payment on account of discrepancies in documentation and onus of delay will rest on supplier only.

7.4. **BHEL releases payment through EFT mode. Vendor can provide the necessary details be obtaining format before release of payment while supplying the material.**

8. **RISK PURCHASE:**

BHEL shall be entitled to terminate the contract and to give the fabrication job to someone else at the risk and cost of the vendor, either the whole of the work or any part thereof if the vendor has failed to complete the work within the delivery period given. Vendor shall be liable for the losses, which BHEL may sustain by way of such risk purchase in addition to aforesaid penalty for delayed delivery.

9. **SUB-CONTRACT:**

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

10. **FORCE MAJEURE:**

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events") then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

11. **ARBITRATION:**

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

12. **JURISDICTION:**

The court of the place from where the purchase order is issued shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

13. **GENERAL:**

Acceptance to all terms and conditions shall be submitted along with quotation. If nothing is mentioned against any term, it shall be concluded that all terms and conditions are acceptable to bidder. Any corrigendum henceforth will be issued on our website only.