



BHARAT HEAVY ELECTRICALS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

INDUSTRIAL VALVES PLANT GOINDWAL - 143423, DISTT. - TARN TARAN, (PUNJAB)

PHONE - 01859-223346 FAX - 01859-222061

Email:-gss@ivp.bhel.co.in

ENQUIRY

ENQUIRY NO

DATE

DUE DATE for Quotation

89123

03.03.2009

18.03.2009

Indent No.

Date

Vendor Code

Estimated Value

37572732

23.01.2009

In Rs. - - -

1. Please quote Enquiry No., Date, Vendor Code, Due Date and Material Code in all correspondences.
2. This is only a request for quotation and not an order.
3. Please submit your quotation by the due date.

Enq Sl no.	Material code	Item Description	Unit	Qty.	Delivery Schedule
1	GWT670000093	Heavy Duty Pneumatic Impact Wrench Maximum torque capacity of the tool: 2700Nm or higher Bolt size Capacity:M50 Square drive :1"	No	2 (Two)	Within 01 month of placing PO

The Rate of Excise Duty and Sale Tax, prevalent on the date of quotation, should be clearly indicated in the quotation itself. If these particulars are not provided, the quotation is liable for rejection.

Special Condition :-

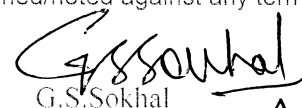
Sample:-

Test Certificate :----- Guarantee Certificate:- Required for 01 year from date of receipt of material at site.

Dear Sir,

Please submit your lowest quotation in sealed envelope, subject to our attached enquiry terms and conditions, for the above materials so as to reach us by 3.00 pm on due date. Tenders will be opened at 3.30 pm on due date.

1. If any Excise Duty/Sales tax is payable as extra to the quoted price, it should be specifically stated in quotations, failing which the purchaser will not be liable for payment of Sales tax. Our PST/ CST No. is 15529218 Dated 15-3-85.
2. No revision of prices will be considered after tenders are opened.
3. Manufacturer's name, Trade mark or Patent No. if any, should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
4. 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.
5. It should be clearly mentioned whether the quoted prices are FOR Destination or Ex-Works. If nothing is mentioned, it would be assumed that the prices are FOR Destination inclusive of transit insurance.
6. Payment shall be made within 30-45 days of receipt of material, subject to acceptance & submission of all required documents. Payment shall be made through eft mode, for which necessary details may please be submitted before payment.
7. Details Terms & Conditions attached.
8. Acceptance of all terms & conditions should accompany the offer. If nothing is mentioned/noted against any term, it should be concluded that the same is acceptable.



G.S. Sokhal

Dy. Manager (MM)

For BHARAT HEAVY ELECTRICALS LTD.
INDUSTRIAL VALVES PLANT, GOINDWAL.

Enquiry No	Enquiry Date	Due Date for Opening Tender
89123	03.03.2009	18.03.2009

Standard Terms & Conditions

1. Quotations Format:

Offer should mention Enquiry No, Enquiry SL. No, Material Code Item Description, Unit, Quantity, Unit Price on FOR Goindwal Sahib basis, all taxes and duties rates, extra/inclusive, Delivery schedule, Validity of Offers. Please note that no separate discount should be mentioned. Only final & Firm price should be given. Prices should remain firm till order execution.

2. Access to manufacturing premises:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL, if our contractual requirements with our customers call for the same.

3. Terms of Payment :

100% payment against supplies received shall be made within 30 –45 days of receipt and inspection clearance of material at IVP Goindwal. Commercial invoice (In duplicate)

Excise invoice (in duplicate) valid for claiming CENVAT credit

Original VAT invoice valid for claiming input tax credit, if applicable

All required Test Certificates and Guarantee Certificate.

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

BHEL releases payment through EFT mode ONLY. Vendors, on whom, finally POs are released may please provide the necessary details by obtaining format before release of payment, if already not submitted.

4. Liquidated damages:

It is clearly understood among the parties to the contract the "Time is the essence of the contract". Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an unconditional penalty at the rate of 1/2% of the value of goods for each week of delay subject to a maximum of 5% of the order value.

5. Risk purchase:

If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.

6. Inspection & Testing:

All goods 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 goods. Final inspection and acceptance of the machine will be carried out after utilization of the tool at BHEL, Goindwal.



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7. Subcontract:

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.

8. Force Majeure:

If at any time during the execution of the order, 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.

9. Disputes:

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.

10. Jurisdiction:

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

11. General:

Evaluation of offers shall be on the basis of landed cost to BHEL after taking all factors affecting price of the item.

BHEL reserve the right to give price preference to Public Sector Enterprises admissible under the existing policy.

BHEL reserves the right to reject any tender due to unsatisfactory past performance in the execution of a contract at another project /BHEL unit even if BHEL comes to know after placement of PO.

BHEL reserves the right to reject or accept any tender, part or in full, at their own discretion without assigning any reason thereof. BHEL reserves the right to negotiate with L1, if the offer prices are abnormally deviating from estimates.

