

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)
PURCHASE ENQUIRY



REF :	PE-LPE/118
REF. DATE	06/08/2013
DUE DATE	22/08/2013

To,

Dear Madam/Sir,

Subject: Rate Contract for Supply of Packaged RO water bottle for 1 year to BHEL, PEM, Noida

Quotations are Invited in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organisation submitting the offer legibly super- scribed on it, for the above- mentioned item so as to reach the undersigned before 2:00 P.M. on or before the above mentioned Due Date.

SCOPE:

Supply of Packaged RO water bottle at MPL and Canteen in office at Noida for one year period as per specifications enclosed.

PAYMENT TERMS

100% Payments will be made within 30 days after receipt of bill for the supplied quantity on monthly basis. Also please refer 1.(i) of General Terms and Condition.

Please quote the total F.O.R. destination BHEL /PEM, NOIDA inclusive of all taxes, freight, handling packaging, charges, transit insurance etc and shall remain firm without any variation till completion of the contract.

BID SUBMISSION:

Submission of sealed offers (1-part) on or before due date- 22/08/2013 at 2 PM. Signed and stamped tender document may be submitted as token of acceptance of tender terms.

Furnish all the necessary documents as mentioned in the General Terms and Conditions.

Security deposit of 10% of contract value (based on yearly requirement of approx 10224 bottles) shall be submitted by the successful bidder and same shall be refunded after successful execution of the contract.

price format enclosed. Other terms and conditions shall be as enclosed (5 pages). Evaluation will be done on total (per bottle) amount as per price format enclosed.

Thanking You,

Yours faithfully,
For and on behalf of BHEL

Vivek Singh Kuntia
BHEL PEM, Noida

Please reply to:
Power Project Engineering Institute
HRD & ESI Complex, Plot No 25, Sector 16 A
Phone:
Fax No:

Regd. Office:
BHEL House
Siri Fort

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COMMERCIAL TERMS & CONDITIONS

- 1.0 **BANK CHARGES** : Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.
- 2.0 **PRICES** : Prices are net F.O.R. destination inclusive of freight, handling, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the contract.
- 3.0 **QUALITY** : All Systems/goods/services supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 4.0 **CHANGE OF ORDER** : No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.
- 5.0 ---
- 6.0 **LOCATION & CONSIGNEE** : Complete Systems/goods will be consigned to PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.
- 7.0 **Payment terms:**
100% payment shall be released after supply & acceptance of material and submission of invoice along with specified documents by vendor. As per clause 1(i) of enclosed T&C.
- 8.0 **MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer.
- 9.0 **INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.
- 10.0 ---
- 11.0 ---

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

[Handwritten signature]

documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.

12.0 **LIQUIDATED DAMAGES** : The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to complete the projects within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the goods. However, if accepted, liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied on the value of goods delayed limited to five percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

13.0 **FORCE MAJEURE** : Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

14.0 **TERMINATION OF THE ORDER/CONTRACT**

14.1 The purchaser reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.

14.2 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Seller/Contractor, at the risk and cost of the Seller/Contractor.

15.0 ---

16.0 **SUB-CONTRACTING** : Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.

17.0 **SETTLEMENT OF DISPUTES**

17.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.

17.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

17.3 However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

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18.0 ARBITRATION

in the event of any dispute or difference arising out of the execution of the order/contract or the respective rights and liabilities of the parties, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be NCR Region, India.

19.0 LAWS GOVERNING THE CONTRACT: The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

20.0 JURISDICTION OF COURT : The jurisdiction to decide any disputes in the Contract shall be at New Delhi under any circumstances.

21.0 SUBMISSION OF INVOICE : All Invoices shall be submitted along with specified documents in triplicate to CMM Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.

22.0 ACCEPTANCE: Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to ^{CPM} DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201 301, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.

23.0 RECOVERY OF OUTSTANDING AMOUNT : In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as seemed fit by the Purchaser at its sole discretion.

24.0 RISK PURCHASE: Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the vendor, either the whole or part of the goods which the Vendor has failed to deliver or dispatch within the stipulated delivery period or if the same were not available, the best and nearest available substitute thereof. The vendor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition of liquidated damages at the rate mentioned above.

**BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDER TAKING)
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT
PPEI, HRDI & ESI COMPLEX, PLOT NO. - 25,
FILM CITY, SECTOR – 16A NOIDA (U.P.) – 201301**

SUB: “RATE CONTRACT FOR SUPPLY OF PACKAGED RO WATER BOTTLE TO MPL AND CANTEEN” in BHEL, PS-PEM, PPEI, HRDI & ESI COMPLEX, FILM CITY, PLOT NO.25, SECTOR 16A, NOIDA (U.P.) – 201301.

1. General Terms & Condition:-

- a. The bidder must have successful operational experience for similar nature of works executed in the last one year. Please give name of PSU/Govt. Offices/Pvt. Companies where such works executed. Please submit any related document.
- b. Bidder must be ready to start the work from the date of awarding of the work order.
- c. Successful bidder shall take all precautions to ensure that no damage happens to any structure of the building.
- d. Bidder may visit the site before submitting his offer.
- e. Rate quoted by the bidder should be inclusive of all taxes, only service tax will be payable if applicable.
- f. Party must have sufficient numbers of skilled workers, supply transport.
- g. Bidder has to submit PAN or TIN details.
- h. Bidder should have office located in NCR including Noida within 10 Km from PEM, BHEL.
- i. Payments will be made within 30 days after receipt of Bill for the supplied quantity on monthly basis. No interest will be paid for the delay in payment against the bill amount.
- j. Supply quantity of Packaged RO water may vary as per season and quantity may range from 600 ltrs to 900 ltrs in a day.

2. Special Conditions

- a. All risks of loss or damage to physical property and of personal injury and death, which arise during/in consequence of the performance of the contract, other than expected risks, are the responsibility of the contractor.
- b. The employee of the contractor in any case will not be treated as the employees of the BHEL at any point of time.
- c. The contractor/ supplier shall abide at all times by all labour laws, regulations, rules, Acts etc.
- d. To maintain the quality of water as per WHO standard (IS:14543 Specifications), if the contractor installs or advises to install additional equipment, expenditure will be borne by the contractor. Water quality will be got checked twice in a year from reputed organizations.
- e. The TDS measured value of supply packaged RO water must not be more than 200 mg/l (i.e.200 ppm). On receive of complain the party will replace the supplied water within an hour.

- f. BHEL will provide storage tank & water cooler.
- g. Party must be ready to provide the services within two hours after the receipt of complain / order. For this they must have valid e-mail ID and existing phone no./ mobile no.
- h. Party representative/skilled worker (s) must inspect the storage tank fortnightly and suggest for cleanliness and hygienic conditions.
- i. Supply timing will be before 07:00 am in the morning in MPL deptt. And Canteen on Every working days.
- j. Ten bottles in Canteen and five bottles in MPL will kept reserve and no security money will be given by BHEL.
- k. The supply will be done on office working days. Any change in timing and days other than office working day, will be informed to the contractor.

19/11/2020
(N N Shukla)
AE II (HR)

**BHARAT HEAVY ELECTRICALS LIMITED
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POWER SECTOR - PROJECT ENGINEERING MANAGEMENT
PPEI, HRDI & ESI COMPLEX, PLOT NO. - 25,
FILM CITY, SECTOR – 16A NOIDA (U.P.) – 201301**

PRICE FORMAT

Name of work: - **"RATE CONTRACT FOR SUPPLY OF PACKAGED RO WATER BOTTLE TO MPL AND CANTEEN"** in BHEL, PS-PEM, PPEI, HRDI & ESI COMPLEX, FILM CITY, PLOT NO.25, SECTOR 16A, NOIDA (U.P.) – 201301.

S. N.	Description of work	Each Bottle capacity	Rate per bottle	VAT %	Amount per bottle including all taxes
1	Supply of packaged RO water bottle to MPL and Canteen.	20 ltrs			
Service Tax					
Total Amount (Inclusive of service tax)Rs.					

Amount in words: Rs.Only.