



BHARAT HEAVY ELECTRICALS LTD.
 (A GOVT. OF INDIA UNDERTAKING)
 P.O. BHEL Jhansi - 284139, INDIA
 Tel.: 8510-277001/2412260 Fax: 2412129
 Email : msk@bheljhs.co.in

PURCHASE ENQUIRY

ENQ NO/AT: B9658859 19/10/15
 REV NO/DT: E 19/18/15

PRCE $\frac{1}{9}$

PLEASE SEND YOUR BEST QUOTATION AS PER TERMS & CONDITIONS PREPARED OVERLEAF AND/OR ATTACHED AND REMARKS PRINTED UNDERNEATH.

Enq Due on: 17-11-15 TUESDAY
 Close At: 13:15 Opra at: 14:00
 Matcat: 962089 Wheels
 Validity: 90 days from Technical bid opening date
 ITEM:
 TOP: 60 Days after receipt & acceptance of Material
 EA: RA not applicable
 Eval: Item wise

REQUIRED: TEST CERT/ GUARANTEE CERT/
 CONFORMANCE CERT

Bid Type:	TWO BID	Delivery:	FOR Jhansi
Tot Item:	1	E-Proc:	No

ITEM NO : 1 P&I QTY/UM: 284.00 NO
 MATL CODE : JH9889585108 PO QTY /UM:
 DESTINATION: JS

DESCRIPTION	DELIV4RY	QUANTITY(PSL UM)
Solid rolled multiple wear wheels for diesel electric locomotive 1888 mm tread dia, standard flange profile, conforming to IES-R-34-89 and dng no.17181101832 rev.18. Some ver = The impact value of 3 samples at 20 degree Celsius shall be 9 joules & no individual value should be less than 7 joules shall be acceptable.	SEP-A6 DEC-16	188.00 122.00

SPECIAL REMARKS:

- FOR ANY CLARIFICATION ON OUR TENDER TERMS AND CONDITIONS, BEFORE DUE DATE, PLEASE CONTACT DY. MGR. (MM-LOC4 DEPT.),
 e-MAIL : k_kumar@bheljhs.co.in/mupadhyaya@bheljhs.co.in.
 PHONE NO.: 0518 - 2412737/ 2756.
 FAX NO.: 0518 - 2412128.
- 1- PRESENT RATE OF ALL TAXES & DUTIES MUST BE MENTIONED IN THE OFFER.
- 1- TENDER SHOULD BE SUBMITTED IN DOUBLE COVER UNDER TWO PART BID EXPICED BELOW:
- 2R- THE OUTER COVER SHOULD ONLY BEAR THE ADDRESS OF THIS OFFICE AND SHOULD NOT HAVE ANY INDICATION THAT A TENDER IS WITHIN:

TO,
 SR. DGM(MM)
 BHEL, JHANSI- 284129

- 2A- THE TWO INNER COVERS SHALL RESPECTIVELY CONTAINING THE TECHNICAL COMMERCIAL BID IN ONE AND THE PRICE BID IN ANOTHER. EACH COVER SHALL BE SUPER - SCRIBED WITH THE BIDDER'S NAME AND ADDRESS TENDER NUMBER AND SEALED WITH BIDDER'S NAME, TENDER NUMBER AND ON THE RESPECTIVE COVERS SKETCHED BELOW :-

TECHNICAL-COMMERCIAL BID COVER (PART- I)
 TENDER NO. _____ DUE ON _____
 TO,
 Sr. DGM(MM)
 BHEL, JHANSI- 284129

PRICE BID COVER (PART - II)
 TENDER NO. PUR/E _____ DUE ON _____
 TO,



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Sr. DGM(MM)
BHEL, JHANSI- 284129

- 20- THE TENDERS FULLY FILLED IN AND COMPLETE IN ALL RESPECTS AND BE RECEIVED IN THE TENDER BOX LOCATED AT GATE OF OUR ADMINISTRATIVE BUILDING TILL 13.15 HRS ON THE TENDER OPENING DATE AS NOTED IN THE COVERING LETTER. THE TENDERS SENT BY BEFORE 13.15 HRS. ON TENDER OPENING DATE.
- 21- ALL THE "TECHNO COMMERCIAL BID" TENDER RECEIVED SHALL BE OPENED FROM 1400 HRS IN THE TENDER ROOM LOCATED IN ADMIN. BUILDING ON THE TENDER OPENING DATE IN PRESENCE OF BIDDERS OR THEIR REPRESENTATIVE AS MAY BE PRESENT.
- 22- BIDDERS ARE ADVISED TO NOTE & STRICTLY FOLLOW THE TIME SCHEDULES TO AVOID INCONVENIENCES LATER AND POSSIBILITY OF NON ACCEPTANCE OF TENDER BY BHEL.
- 23- YOUR OFFER MUST BE SUBMITTED STRICTLY AS PER FORMATS FOR TECHNO COMMERCIAL BIDS AND PRICE BIDS PROVIDED IN ANNEXURE-1 AND ANNEXURE-2 RESPECTIVELY. VENDOR ARE REQUESTED KINDLY FURNISH THEIR QUOTATION EXACTLY IN OUR SUBMITTED ANNEXURE 1 & 2. IF NOT SUBMITTED IN ANNEXURE 1 & 2 THEN IT WILL BE ASSUMED THAT ALL TERMS AND CONDITIONS AS PER ANNEXURE 1 ARE ACCEPTABLE.
- 24- ALL OTHER TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED AND DIRECTED ARE AS PER GENERAL TERMS AND CONDITION OF PURCHASE ENQUIRY
- 25- INSPECTION SHALL BE DONE BY BHEL AT BHEL JHANSI AFTER RECEIVED OF MATERIAL.
- 26- THE RATES ARE TO BE QUOTED ON FOB BASIS. THE ALL FREIGHT AND INSURANCE SHALL BE IN BHEL SCOPE.
- 27- TERMS OF PAYMENT :
- 28- 100% PAYMENT AFTER 60 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL WORKS. (For any other days loading will be done)
- 29- PAYMENT TERM FOR FOREIGN SUPPLIER ONLY- IRREVOCABLE & UNCONFIRMED LC PAYMENT TERM WITH 118 DAYS USANCE PERIOD FROM BILL OF LADING. ALL BANK CHARGES INSIDE INDIA SHALL BE BORNE BY BHEL AND ALL CHARGES OUT SIDE INDIA SHALL BE BORNE BY SUPPLIER (IF CONFIRMED LC IS REQUIRED, CONFIRMATION CHARGES WILL BE SUPPLIER ACCOUNT)
- 30- FOR ANY OTHER LC PAYMENT TERMS WILL BE LOADED FOR DEVOTION PERIOD (DEVOTION PERIOD @ (BASE RATE OF STATE BANK OF INDIA - 4%)) PER ANNUM.
- 31- LIQUIDATED DAMAGE / PENALTY - FAILURE TO SUPPLY BY THE TIME SPECIFIED IN THE ORDER WILL MAKE THE SUPPLIER LIABLE TO PAY UNCONDITIONAL PENALTY OF 0.5 % OF THE PRICE OF THE GOODS IN ARREAR (DELAYED AND NOT SUPPLIED) PER WEEK SUBJECT TO A MAXIMUM OF 10% OF THE ORDER VALUE IN CASE OF NON ACCEPTANCE OF LIQUIDATED DAMAGE /PENALTY CLAUSE AS MENTIONED ABOVE THE SUITABLE DEADLINE UP TO 10% SHALL BE DONE ON SUPPLIERS QUOTE RATE TO ARRIVE THE L-1 STATUS.
- 32- WARRANTY CLAUSE - WARRANTY SHALL BE 18 MONTHS FROM THE DATE OF COMPLETION OR 24 MONTHS FROM THE DATE OF DESPATCH. IN CASE OF NON ACCEPTANCE OF WARRANTY CLAUSE THE LOADING @ 2.5% PER YEAR I.E.D.20% PER MONTH SHALL BE DONE YOUR QUOTED RATE TO ARRIVE L-1 STATUS.
- 33- BHEL RESERVES THE RIGHT TO GO FOR REVERSE AUCTION (RA) INSTEAD OF OPENING THE SEALED ENVELOPE PRICE BID, SUBMITTED BY THE BIDDER. THIS WILL BE DECIDED AFTER TECHNO-COMMERCIAL EVALUATION. ALL BIDDERS TO GIVE THEIR ACCEPTANCE FOR PARTICIPATION IN RA. NON-ACCEPTANCE TO PARTICIPATE IN RA MAY RESULT IN NON-CONSIDERATION OF THEIR BIDS. IN CASE BHEL DECIDES TO GO FOR RA. IN CASE BHEL DECIDES TO GO FOR REVERSE AUCTION, ONLY THOSE BIDDERS WHO HAVE GIVEN THEIR ACCEPTANCE TO PARTICIPATE IN RA WILL BE ALLOWED TO PARTICIPATE IN THE REVERSE AUCTION. THOSE BIDDERS WHO HAVE GIVEN THEIR ACCEPTANCE TO PARTICIPATE IN REVERSE AUCTION WILL HAVE TO NECESSARILY SUBMIT FORMAL SEALED BID.



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- IN THE REVERSE AUCTION. NON-SUBMISSION OF ONLINE SEALED BID BY THE BIDDER WILL BE CONSIDERED AS COMMON GUIDELINES FOR CONDUCTING REVERSE AUCTION TAMPERING OF THE TENDER PROCESS AND WILL INVITE ACTION BY BHEL AS PER EXTANT GUIDELINES IN VOGUE.
- 11- VENDOR ARE REQUESTED TO FURNISH AUTHORIZATION LETTER OF THEIA PRINCIPAL ALONG WITH QUOTATION AND AGEN AGENT SHALL BE CONSIDERED OF ONE PRINCIPAL ONLY.
 - 12- THE RATES MUST BE QUOTED INCLUDING COMMISSION OF INDIAN AGENT IS APPLICABLE.
 - 13- ENCLOSERS:- DRAWING, PREQUALIFICATION CRITERIA, PURCHASE ENQUIRY, ANNEXURE WITH TERMS AND CONDITIONS, TERMS AND CONDITION FOR RA.

THE QUOTATION MUST BE SEALED AND BE SENT IN DOUBLE ENVELOPE.
 THE INNER ENVELOPE SHOULD BEAR ENQUIRY NUMBER & DUE DATE AT THE TOP.

In case the bidder has not submitted PAN No, TIN No. and E-mail ID, the bidder has to submit the same along with the copy of PAN No and TIN No. Else his offer will be liable to be rejected.

If you are not in a position to quote due to any reason, you must send regret letter titled enquiry no. etc. failing which you may not be considered for sending future enquiries.

ENCLOSERS:

FOR AND ON BEHALF OF
 SHARAT HEAVY ELECTRICALS LTD

MANOJ UPADHYAYA
 MANAGER (MRM)
 Email: mupadhyaya@bheljhs.co.in

***** END OF QUOTATION ENQUIRY *****

NOTE :

- * SUPPLIERS ARE REQUESTED TO INFORM US WITH VALID CERTIFICATE, IF THEY ARE REGISTERED UNDER MSMED ACT'2006. (APPLICABLE FOR INDIAN SUPPLIERS ONLY).
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE THE LOCAL AREA OF BHEL JHANSI, ENTRY TAX WILL BE APPLICABLE. SUPPLIERS SHOULD NECESSARILY INDICATE RATE OF ENTRY TAX SEPARATELY WHEREVER APPLICABLE. THEY SHOULD ALSO MENTION THE ENTRY TAX CHARGED SEPARATELY IN THE INVOICE.
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE OF INDIA, IN CASE THE BIDDING IS SUBJECT TO ENTRY TAX, IT SHALL BE LOADED SUITABLY WITH THE APPLICABLE RATES
- * IN CASE IF THERE IS ANY DIFFERENCE BETWEEN THE 'SPECIAL REMARKS/ANNEXURES' OF THE ENQUIRY AND THE PREPRINTED TERMS & CONDITIONS (RFP JSC14E/M2053), THE REQUIREMENT GIVEN IN REMARKS WILL PREVAIL.



JSC140/M2053

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LIST OF SUPPLIERS

1 PB0550
M/s PRESS TENDER ENQUIRY
DUMMY COBE GIVEN FOR PRESS TENDER
ENQUIRIES ONLY.
JHANSI
NA FOR FOREIGN SUPPLIER INDIA
TIN NO :
EMAIL :
MOBILE :
FAX :



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TERMS & CONDITIONS FOR PURCHASE ENQUIRY

1. Offer must be submitted in a sealed cover. The cover should bear our enquiry number, due date of opening and name of her bidder.
2. When offer is invited in two bids, outer cover, inner cover-I (Techno Commercial bid) and inner cover -II (Prics-Bid) must bear our tender no., dus date and bidders name.
3. The offer should reach this offire on or before 13:15 hrs. on the due date. The tender can also be dropped in the Tender Box kept at Administrative Building Gate. The tenders will bs opnsded after 14:00 hrs. on ths due date in presence of all bidders who will be prssent.
4. Offer should be free from overwriting or erasures. Corrxctions or additions, If any should be attestsd.
5. No enhancement of rate for whatever cause in allowed once the offer is arrepted and the order is placsd. withdrawal from the quotation after it ia accepted or failure to make ths supply within the schedule period will entall cancellation of order, forfeiture of earnest money if any and/or imposition of risk & cost purxhase.
6. Material offered should be of required quality and konforming strictly to our sperification/drawings or to the sperifications in the drawings. Any deviation must be clearly stated in the offer with partirular clause/detail in our sperificatica/drawing for which dsivation is quotsd. All required documents/details s.g. QA Plan, type TCs, drawings and dats shsst etc.must be submitted alongwith the offer.
7. Irrespective of whsther it is mentioned in our sperification, all machines/equipments are requirsd to be calibrated in metric units and certificates "must be issued where applirable".
8. Work tsst certifikates/Inspection certificates/guarantes certifikate/compliance certificate, etc. will be required to be submitted along with supplies in case an order, is placed.
9. In cass an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 1s months from the date of commissioning whichever is earlier and certificate must be issued to this effect. Ncsessary instruction booklets for operation and maintenance ars to be sent with supply where applirable.
10. Sample must be submitted where sperified so as to rsach us on or before the due date of tendsr.
11. Required lead time for afferting supplies alongwith available capacity should be indicated in the offer.
12. Failure to supply by the time sperified on the order will make the supplier liable to pay unconditional penalty of % of the pricss of goods in arrear per wesk subject to a maximum of 10% of the order value unless agreed otherwise.
13. The quantities for each item to be purchased may wary from the tendered quantity acordring to our actual rsquirement at the time of placing orders.
14. PAYMENT TERMS:
 - i) Our standard terms of payment is 100% payment aftsr 60 days of acceptance of material at our works. In no case, interest for over due period will be borne by BHEL. Advance or LC payment terms shall gnsrally not be considered and offsrre received with other than our standard terms of payment can be bypassed (sxccept SIDBI discounting fasility will be accepted for suppliers to whom this facility has been granted).
 - ii)The bidders who ars covered under MSME0 Art- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. MSE suppliers can avail intendsd benefit only if they submit along with the offer, attested copies of either EM II certificate having desmed validity (5 years from the date of issue of acknowledgsment in EM II) or a valid NSIC certificate or EM II certificate along with



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attested copy of a CA certificate (Format enclosed at Annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if deficiency in the above required documents are not submitted before price bid opening. If tender has to be submitted through e-procurement portal then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a gazetted officer.

15. Bharat Heavy Electricals Ltd. Does not bind itself to accept the lowest of any tender, but reserves to itself the right to accept or reject all or a part of any tender at its discretion following BHEL Purchase Policy & government guidelines.

16. In all cases of disputes, the matter shall be referred for arbitration. The arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd., Jhansi or any other officer nominated by him. The award of arbitrator shall be final and binding on both the parties.

17. In case of any suit or other legal proceedings under or relating to this tender, the courts at Jhansi shall have full, jurisdiction.

18. Total delivered cost at BHEL Jhansi Railway siding/Works shall be the criterion for deciding the tender.

19. Unless otherwise specified, offer should be on ex-works basis with freight & insurance to be borne by BHEL.

20. Your quotation against this enquiry must be valid for ordering upto minimum of 90 days from the date of tender opening.

21. The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. Likewise, the offers of those bidder(s) will not be considered if the business dealings have been suspended (under hold / delisting) by BHEL, Jhansi with the bidder(s) during the given period.

22. ADDITIONAL FOR INDIAN SUPPLIERS:

i) If any material is booked to selves or if it is not consigned to BHEL Jhansi, any warfage or demurrage occurring from these shall be to the account of supplier. In case of road transport, material shall be booked only through our rate contract transporters mentioned in the purchase order.

ii) Where there is provision for payment of Sales Tax extra, it will be paid only if the registration number both under State Sales Tax and Central Sales Tax are specifically mentioned on the bill/invoice. Your Sales Tax Registration number should be mentioned in the offer positively.

iii) Excise duty Gate Pass will be required in original. Applicable taxes & duties must be included in the offer.

23. ADDITIONAL FOR FOREIGN SUPPLIER:

i) For documentation and correspondence language shall be English only.

ii) Rates quoted should be on FOB basis. All dispatches are to be made by sea by IPEC conference vessels only unless otherwise stated in purchase order.

iii) Agency commission, if any, will be paid out of the FOB value after receipt & acceptance of material at BHEL Jhansi in Indian Rupees. TT buying exchange rate prevailing on the tender opening date or the letter of credit date or date of purchase order whichever is lowest will be considered for calculating the agency commission.

iv) The rates quoted should be inclusive of charges of packing and delivery of material upto the port of shipment on FOB terms. The material is required to be packed suitably in all respects considering the peculiarity of the material for normal transport by Sea/air and subsequently by Rail/Road in India suitably protected against the effect of tropical



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salt laden atmosphere in the event of consignment being delayed at Indian Ports before outward clearance. You should also furnish details of shipping specification, sizes, volume, weight, number of cases etc. When articles are packed with packing material of plant origin, phytosanitary certificate will be required.

v) Our standard terms of payment is 100% payment through bank against dispatch documents or 100% through sight irrevocable & unconfirmed letter of credit.

24. DEALING WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

i) BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign supplier desires to avail of the services of an Indian Agent, then the foreign supplier should ensure compliance to regulatory guidelines which require mandatory submission of an Agency Agreement.

ii) It shall be incumbent on the Indian Agent and the foreign principal to adhere to the guidelines of the Government of India, issued from time to time.

iii) The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian Agent and their mutual interest in the business. All the services to be rendered by the agent / associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier / Indian Agent. Any payment, which the agent or associate, receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the agreement and made explicit in order to ensure compliance to laws of country.

iv) Any agency commission to be paid by BHEL to the Indian Agent shall be in Indian Currency only.

v) Tax deduction at source is applicable to the agency commission paid to the Indian Agent as per the prevailing rules.

vi) In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representative / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

25. Please also refer to our tender for any other terms and conditions.

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