



Bharat Heavy Electricals Limited

(Seamless steel Tube Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE: SUPPLY OF Push Pointing Gripper Jaw	Phone: +91 431 257 8480 Email : neerajxalxo@bheltry.co.in Web : www.bhel.com
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Reference Number: 9240701E	Date: 10.07.2014	Due date for submission of application: 31.07.2014
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A. BHEL/SSTP, Trichy is looking for vendors to supply Push Pointing Gripper Jaw as per Tender documents attached.

B. Important Note to New Vendors (Thro' web Viewers)

The new vendors will be required to furnish the following documentary proof/ information along with their offers:

- Certificate of registration (copy of certificate to be submitted).**
Supplied similar jaws with similar material to tube making mills. Drawings for the same to attached with the offer. Heat treatment facility avl. with them or if outsourcing the details for the same to be furnished
The new vendor may be considered for trial order only to evaluate their quality & performance
The trial qty may be 2 sets of any one size of the tender qty.
Facility required for the machining of the jaws shall be furnished in the offer
- Banker's information (copy of bank pass book first page to be submitted).**
- MSME vendor certificate (if applicable).**
- Address of your organization (complete postal address with PINCODE).**
- Contact person's Phone No. /Mobile No. / FAX No. /E-mail ID.**
- Statutory documents – VAT / TIN / EXCISE REGISTRATION / CST REGN / SERVICE TAX REGISTRATION etc. (copy to be furnished)**
- NSIC/SSI Certificate (if applicable)**
- ISO Certificate (if applicable)**
- Experience certificate as proof of supply of similar items to any Govt. agencies / PSU- Organisations (copy of PO's to be furnished).**
- Audit Report/ IT Return (if applicable)**
- Agency agreement with manufacturer (if applicable)**
- Partnership Deed (if applicable).**

If the new vendors fail to submit the above documentary proof/information, their offers will not be considered for this enquiry.

Purchase Officer / Purchase /SSTP
Phone: 0431-257 8440.
Mail: neerajxalxo@bheltry.co.in



BHARAT HEAVY ELECTRICALS LIMITED
 (A GOVERNMENT OF INDIA UNDERTAKING)
 SEAMLESS STEEL TUBE PLANT
 TIRUCHIRAPALLI - 620 014.
 TAMILNADU (INDIA)

PHONE : 0431-2578480/8491
 : 0431-2578406/8419
 : 0431-2578568
 FAX : 0431-2576828

TIN : 33243560005
 CST. No. : 239383
 Dated : 11.06.1991

Corp. Identity No:
 L74899DL1964GOI004281
PURCHASE ENQUIRY

VENDOR CODE	ENQUIRY NUMBER	ENQUIRY DATE	ENQUIRY DUE DATE	No. OF ITEMS
22225	9240701E	10/07/2014	31/07/2014	08

Office Copy

- IMPORTANT POINTS :**
1. Tender Closing Time : 14.00 Hrs.
 2. Tender Opening Time : 15.00 Hrs.
 3. Tender should be submitted in a sealed cover, duly indicating enquiry No. Enquiry date & Enquiry Due Date on the cover.
 4. Offer(s) received through Courier Services after 14.00 Hrs. on Enquiry Due Date will not be considered.
 5. Late Tender(s) is/are liable for rejection.
 6. Offer(s) shall be valid for 60 days from Enquiry Due Date.
 7. Offer(s) in Vendor's Letter head shall contain.
 - a. Offer No. and Date
 - b. Delivery Period
 - c. Delivery Terms
 - d. Payment Terms
 - e. Excise Duty with Tariff Heading Sales Tax (against form-XVII/Form-C). etc.
 - f. Excise Regn. No. and SSI Regn. No.

Kindly arrange to submit your COMPETITIVE OFFER for the following item(s)
 If you are not in a position to submit your Offer, kindly arrange to send your REGRET LETTER.

THIS IS ONLY A REQUEST FOR OFFER AND NOT AN ORDER

No.	BHEL Material Code and Description	Unit	Requirement	
			Quantity	Delivery
01	BHEL Material Code : SP6926134240 ----- PUSH POINTING GRIPPER JAW ASSY FOR NEW POINTING MACHINE. SIZE DIA. : 42.40 MM DRAWING NO. : 30-ST-212-01-523/01 SL.NO. : 01	Nos.	01 2.000	01/12/2014
02	BHEL Material Code : SP6926136030 ----- PUSH POINTING GRIPPER JAW ASSY FOR NEW POINTING MACHINE. SIZE DIA. : 60.30 MM DRAWING NO. : 30-ST-212-01-523/01 SL.NO. : 09	Nos.	01 4.000	01/12/2014
03	BHEL Material Code : SP6926137000 ----- PUSH POINTING GRIPPER JAW ASSY FOR NEW POINTING MACHINE. SIZE DIA. : 70.00 MM DRAWING NO. : 30-ST-212-01-523/01 SL.NO. : 11	Nos.	01 4.000	01/12/2014
04	BHEL Material Code : SP6926137610 ----- PUSH POINTING GRIPPER JAW ASSY FOR NEW POINTING MACHINE.	Nos.	01 2.000	01/12/2014

IMPORTANT NOTE :

Delivery Terms : "Free Delivery at BHEL-SSTP STORES" is preferable.
 Payment Terms : 100% payment after 45 days after receipt and acceptance of materials by BHEL.
 Terms and Conditions of Tender : Please see reverse.
 The Technical Requirements/Specification Details/Quality Requirements/Commercial Terms & Conditions are clearly furnished in the Tender. If Deviation(s) is/are not explicitly brought out in the Offer, it will be construed that the Tenderer is complying with the requirement of BHEL in full without any deviation(s).

For and on behalf of
BHARAT HEAVY ELECTRICALS LTD.

PURCHASE EXECUTIVE



BHARAT HEAVY ELECTRICALS LIMITED
 (A GOVERNMENT OF INDIA UNDERTAKING)
 SEAMLESS STEEL TUBE PLANT
 TIRUCHIRAPALLI - 620 014.
 TAMILNADU (INDIA)

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L74899DL1964GOI004281
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VENDOR CODE	ENQUIRY NUMBER	ENQUIRY DATE	ENQUIRY DUE DATE	No. OF ITEMS
22225	9240701E	10/07/2014	31/07/2014	08

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 7. Offer(s) in Vendor's Letter head shall contain.
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 - b. Delivery Period
 - c. Delivery Terms
 - d. Payment Terms
 - e. Excise Duty with Tariff Heading Sales Tax (against form-XVII/Form-C). etc.
 - f. Excise Regn. No. and SSI Regn. No.

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No.	BHEL Material Code and Description	Unit	Requirement	
			Quantity	Delivery
05	BHEL Material Code : SP6926134830 ----- PUSH POINTING GRIPPER JAW ASSY FOR NEW POINTING MACHINE. SIZE DIA. : 76.10 MM DRAWING NO. : 30-ST-212-01-523/01 SL.NO. : 13	Nos.	01 4.000	01/12/2014
06	BHEL Material Code : SP6926135400 ----- PUSH POINTING GRIPPER JAW ASSY FOR NEW POINTING MACHINE. SIZE DIA. : 48.30 MM DRAWING NO. : 30-ST-212-01-523/01 SL.NO. : 04	Nos.	01 2.000	01/12/2014
07	BHEL Material Code : SP6926124830 ----- PUSH POINTING SLEEVE FOR NEW POINTING MACHINE. SIZE DIA. : 48.30 MM DRAWING NO. : 30-ST-212-01-525/01 SL. NO. : 04	Nos.	01 6.000	01/12/2014

PORTANT NOTE :

Delivery Terms : "Free Delivery at BHEL-SSTP STORES" is preferable.
 Payment Terms : 100% payment after 45 days after receipt and acceptance of materials by BHEL.
 Terms and Conditions of Tender : Please see reverse.
 The Technical Requirements/Specification Details/Quality Requirements/Commercial Terms & Conditions are clearly furnished in the Tender. If Deviation(s) is/are not explicitly brought out in the Offer, it will be construed that the Tenderer is complying with the requirement of BHEL in full without any deviation(s).

For and on behalf of
BHARAT HEAVY ELECTRICALS LTD.

PURCHASE EXECUTIVE

 BHARAT HEAVY ELECTRICALS LIMITED (A GOVERNMENT OF INDIA UNDERTAKING) SEAMLESS STEEL TUBE PLANT TIRUCHIRAPALLI - 620 014. TAMILNADU (INDIA)	PHONE : 0431-2578480/8491 : 0431-2578406/8419	TIN : 33243560005	Corp. Identity No: L74899DL1964GOI004281 PURCHASE ENQUIRY
	FAX : 0431-2578568 : 0431-2576828	CST. No. : 239383 Dated : 11.06.1991	

VENDOR CODE 22225	ENQUIRY NUMBER 9240701E	ENQUIRY DATE 10/07/2014	ENQUIRY DUE DATE 31/07/2014	No. OF ITEMS 08
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Office Copy

IMPORTANT POINTS :

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No.	BHEL Material Code and Description	Unit	Requirement	
			Quantity	Delivery
08	BHEL Material Code : SP6926125100 ----- PUSH POINTING SLEEVE FOR NEW POINTING MACHINE. SIZE DIA. : 51.00 MM DRAWING NO : 30-ST-212-01-525/01 SL. NO. : 05	Nos.	01 6.000	01/12/2014
Foot Note :: ----- 1. This Tender is floated on TWO-BID basis. 2. Following details are enclosed. a. Annexure-A - Important Note to Tenderers. Tenderers are requested to submit their Offers in TWO-BID basis, viz., I. Part I .. Technical and Un-Priced Commercial Bid II. Part II .. Price Bid b. Annexure-B - Technical Conditions c. Annexure-C - Commercial Conditions 3. Tenderers are required to fill in above Annexure-B and C and enclose them along with their UN-PRICED BID. 4.a. Delivery date furnished in the Enquiry is only indicative. 4.b. For Delivery Schedule - Pl. refer Clause No. C.4 of Annexure- C. 5. Price Bid of Vendors, who accept the Clause No. B.1 to B.3 of Annexure-B & C.1 to C.5 of Annexure- C. shall only be considered for further processing. Fill the Annexure-B & C and enclose it with Technical and Un-Priced Commercial Bid. 6. Annexure-D Note to MSE Vendors enclosed. Send your MSE Certificate accordingly. 7. We highlight Clause Nos. 6 and 7 (LD and Risk Purchase) of Enquiry Terms and Conditions, printed overleaf. 8. Enquiry SL.NO. 01 TO 06 - THE P P GRIPPER JAW SHALL BE SUPPLIED IN ASSEMBLED CONDITION (JAW AND SLEEVES WITH M10 CSK SCREWS & DIA 10mm PIN) AS PER THE ENCLOSED DRAWING NO.30-ST-212-01-523/01. 9. Enquiry SL.NO. 07 TO 08 - THE P P SLEEVE SHALL BE SUPPLIED AS PER THE ENCLOSED				

IMPORTANT NOTE :

Delivery Terms : "Free Delivery at BHEL-SSTP STORES" is preferable.
 Payment Terms : 100% payment after 45 days after receipt and acceptance of materials by BHEL.
 Terms and Conditions of Tender : Please see reverse.
 The Technical Requirements/Specification Details/Quality Requirements/Commercial Terms & Conditions are clearly furnished in the Tender. If Deviation(s) is/are not explicitly brought out in the Offer, it will be construed that the Tenderer is complying with the requirement of BHEL in full without any deviation(s).

For and on behalf of
BHARAT HEAVY ELECTRICALS LTD.


PURCHASE EXECUTIVE



BHARAT HEAVY ELECTRICALS LIMITED
 (A GOVERNMENT OF INDIA UNDERTAKING)
SEAMLESS STEEL TUBE PLANT
 TIRUCHIRAPALLI - 620 014.
 TAMILNADU (INDIA)

PHONE : 0431-2578480/8491
 : 0431-2578406/8419
 : 0431-2578568
 FAX : 0431-2576828

TIN : 33243560005
 CST. No. : 239383
 Dated : 11.06.1991

Corp. Identity No:
 L74899DL1964GOI004281
PURCHASE ENQUIRY

VENDOR CODE	ENQUIRY NUMBER	ENQUIRY DATE	ENQUIRY DUE DATE	No. OF ITEMS
22225	9240701E	10/07/2014	31/07/2014	08

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No.	BHEL Material Code and Description	Unit	Requirement	
			Quantity	Delivery
	DRAWING NO.30-ST-212-01-525/01. 10. THE JAW ASSY AND SLLEVE SHALL BE COATED WITH RUST PREVENTIVE OIL AND PACKED TO AVOID DAMAGE DURING TRANSIT.			

IMPORTANT NOTE :
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 The Technical Requirements/Specification Details/Quality Requirements/Commercial Terms & Conditions are
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For and on behalf of
BHARAT HEAVY ELECTRICALS LTD.

PURCHASE EXECUTIVE

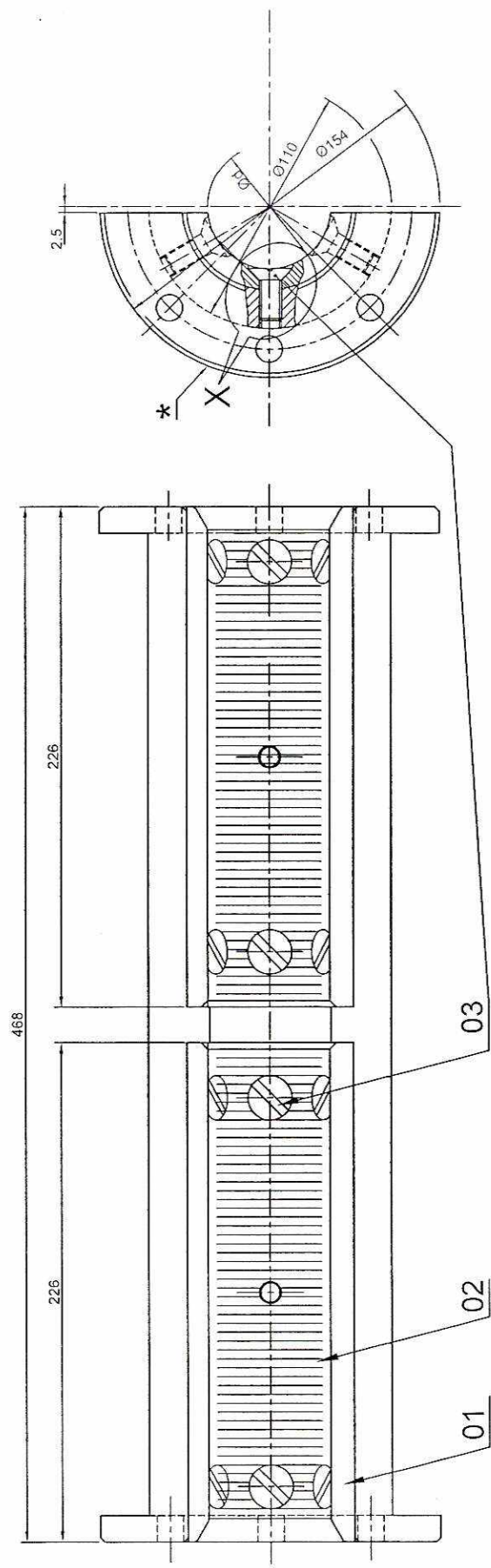
REGISTERED OFFICE : BHEL HOUSE, SIRI FORT, NEW DELHI - 110 049.

30-ST-212-01-523

DRAWING NO. ON DRAWING

ALL DIMENSIONS ARE IN MILLIMETRES

DEVIATIONS OF UNTOLERANCED DIMENSIONS TO BE AS PER IS: 2102-1969 MEDIUM.



NOTE: FOR ITEM No. 01 & 02 - ALL DIMENSIONS AND OTHER PROPERTIES SHOULD BE AS PER PART DRG. ENCLOSED

SL. No.	JAW SIZE	d	MATERIAL CODE No.
01	42.4	42.8	69 26 13 4240
02	44.5	44.9	69 26 13 4450
03	47.63	48.1	69 26 13 4763
04	48.3	48.7	69 26 13 4830
05	51	51.4	69 26 13 5100
06	54	54.4	69 26 13 5400
07	55	55.4	69 26 13 5500
08	57	57.4	69 26 13 5700
09	60.3	60.7	69 26 13 6030
10	63.5	63.9	69 26 13 6350
11	70	70.4	69 26 13 7000
12	73	73.4	69 26 13 7300
13	76.1	76.5	69 26 13 7610
14	82.5	82.9	69 26 13 8250
15	88.9	89.3	69 26 13 8890

SLEEVE

JAW

M10

CSK SCREW

DETAIL-X

* MARK MATERIAL CODE No. IN LONGITUDINAL DIRECTION FOR THE JAW SIZE GIVEN IN THE TABULOR COLUMN WITH 10mm LETTER SIZE

ITEM NO	DESCRIPTION	DRAWING NO	MATL CODE	MATL SPEC	UNIT WT	QTY
03	SLTD. C'SHUNK HD. SCREW	M10 X SUITABLE LENGTH		IS: 1365 P6.6		12
02	SLEEVE	30-ST-212-01-525		XT215Cr12 (IS:3748-1050) X210Cr12(DIN 1.2080) 2		
01	JAW	30-ST-212-01-524		Er8/40C8	1	

EQPT:

DEPT: 456 SSIPT: 456

GRADE OF UNTOL DIM: $\phi/M/f$ IS:2102

SCALE: 1:2

WEIGHT (Kg): 15.8

REF TO ASSY DWG NO: 30-ST-212-01-524

REV TO DWG NO: PPH 150-1-08-00 TO 14-00

ITEM QTY: 01

DATE: 17.05.14

SIGNATURE: R. KUMAR

NAME: R. KUMAR

DRN: N. ARJUNANAN/AR

APPR: S. KARUPPASAMY

Bharat Heavy Electricals Ltd
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPALLI - 620014

CAUTION: THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

TITLE: P.P. GRIPPERJAW ASSY FOR NEW POINTING M/C (DIA: 2,40-88.90)

CARD CODE: U 01

DRAWING NO.: 30-ST-212-01-523

REV: 01

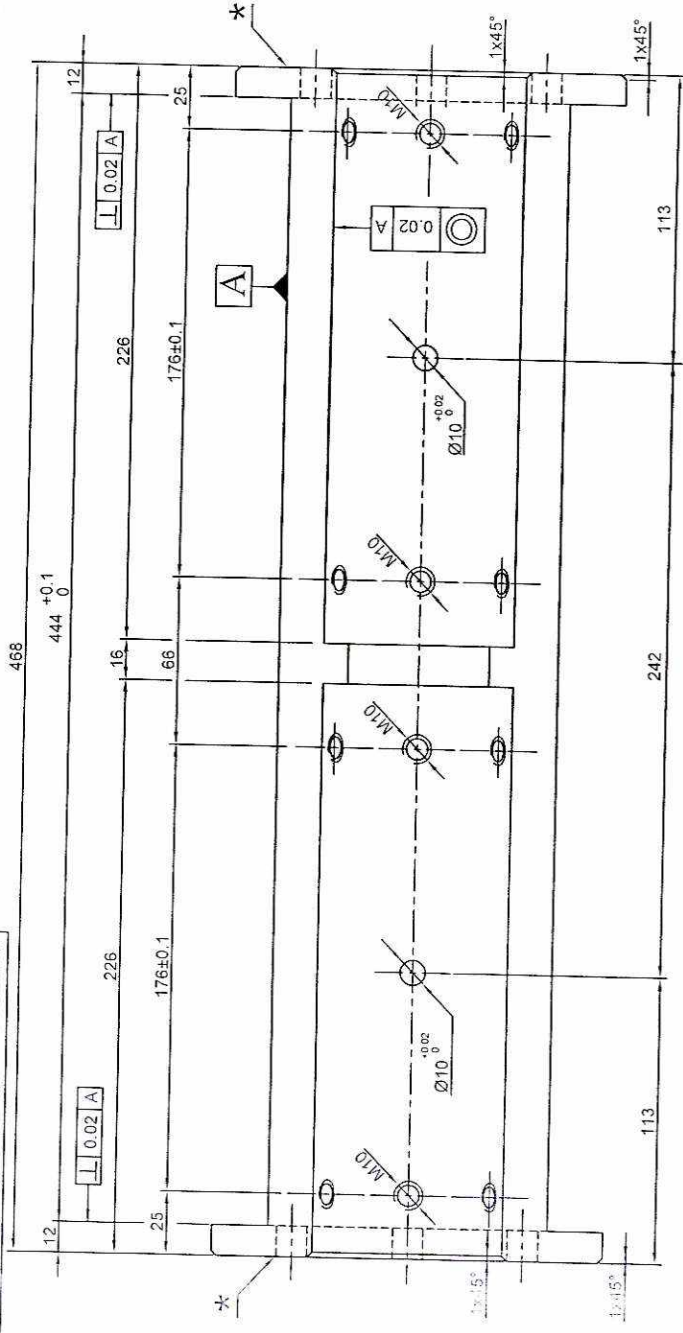
SL.No. 15 ADDED(488.9)

REV	DATE	ALTERED	APPROVED
01	09.08.13		

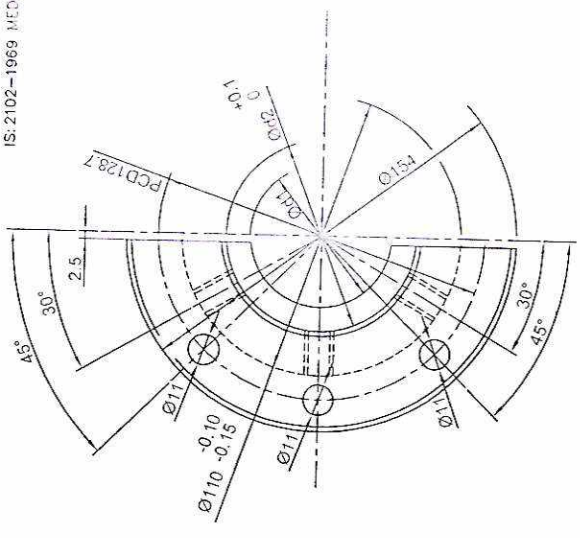
A3-SIZE

ALL DIMENSIONS ARE IN MILLIMETRES

DRAWING NO: 30-ST-212-01-524



1.6
 DEVIATIONS OF UNTOLERANCED DIMENSIONS TO BE AS PER IS:2102-1969 MEDIUM.



SL. No.	JAW SIZE	d1	d2	MATERIAL CODE	No./Wt/Kg
01	42.4	44	63	69 26 11 4240	12
02	44.5	46	65	69 26 11 4450	11.5
03	47.63	49	68	69 26 11 4763	11
04	48.3	49	68	69 26 11 4830	11
05	51	52	71	69 26 11 5100	10.5
06	54	55	74	69 26 11 5400	10
07	55	56	75	69 26 11 5500	9.5
08	57	58	77	69 26 11 5700	9
09	60.3	62	81	69 26 11 6030	8.5
10	63.5	65	84	69 26 11 6350	8
11	70	71	90	69 26 11 7000	7
12	73	74	93	69 26 11 7300	6.5
13	76.1	77	91	69 26 11 7610	6
14	82.5	84	95	69 26 11 8250	5.6
15	83.9	90	101	69 26 11 8890	5.0

HARDEN AND TEMPER TO 25-30 HRC

NOTE TO SUPPLIER

- 01) MATERIAL CHEMISTRY-NABL ACCREDITED LAB TEST CERTIFICATE IS TO BE PROVIDED
 - 02) HARDNESS & HEAT TREATMENT CERTIFICATE OBTAINED FROM THE HEAT TREATERS IS TO BE PROVIDED
 - 03) LIQUID PENETRANT TEST TO BE CONDUCTED ON ENTIRE SURFACE AND SHALL BE CERTIFIED BY NDT LEVEL-2 QUALIFIED PERSONNEL AS PER SNT-TC-1A
- * MARK : P O No. & FIRM NAME, AND JAW SIZE

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REV	DATE	ALTERED	APPROVED
01	09.08.13		

SL.No.15 ADDED(688.9)

DEPT	SSTP	GRADE OF UNTOL DIM	SCALE	WEIGHT (Kg)	SEE IN TABLE
	456	Ø/M/f IS:2102	1:2		

ITEM NO	DESCRIPTION	DRAWING NO	MATL CODE	UNIT WT	QTY
			En8/40C8		

NAME	DRN	CHD	APPD	DATE
R.KUMAR	N	N		17.05.14

SIGNATURE: R.KUMAR

REV	DATE	REV
01		01

REF TO ASSY Dwg No: 30-ST-212-01-523
 REF TO OLD Dwg No: PPM 150_T-15_01TO 28_01

DRAWING NO: 30-ST-212-01-524

AS-SIZE

IMPORTANT NOTE TO TENDERERS
(FOR INDIGENOUS & OVERSEAS SUPPLIERS)

This Tender is floated on TWO-BID System. Tenders are requested to submit their offers in TWO-BIDS (Part I: Un priced bid and Part II: Price Bid) separately in a sealed cover as follows.

1. **Part I: UN PRICED BID:** (Complete with technical & Commercial conditions as per enquiry including un priced copy of price schedule i.e. identical to part II with prices blanked and replaced by “Quoted”) .

The Tenderer should confirm their acceptance / comments to the Enquiry along with other commercial Terms & Conditions of the Tender. In case any deviation is taken by the Tenderer from the Tender requirements, it is to be clearly indicated in the offer with reference to the particular clause. If such deviations are not explicitly indicated in the offer, it will be construed by BHEL that the Tenderer is complying with Annexure Clause(s), Commercial terms & conditions and other conditions in full.

2. **Part II: PRICE BID:** Price (with break-up details wherever required) to be indicated.
3. **Both Un priced Bid and Price Bid is** to be submitted in a single envelop before 1400 hours (Indian Time) on tender Due Date.
4. The **Unpriced Bid** shall be put in a separate sealed cover superscribed with Tender number, Tender Date & Tender Due Date and also the cover should be clearly marked with “UNPRICED BID”.
5. The **Price Bid** shall be put in a separate sealed cover superscribed with Tender number, Tender Date & Tender Due Date & the cover should be clearly marked with “PRICE BID”.
6. Both the individually enveloped **UNPRICED BID** and **PRICE BID** covers as mentioned above, have to be put in another single bigger cover clearly indicating Tender number, Tender Date & Tender Due Date at the top of the cover.
This cover is to be addressed to

Purchase Executive,
Purchase Department,
Seamless Steel Tube Plant (SSTP),
BHEL, Tiruchirapalli-620014, India.
Phone No: 91 431 2578502, 2578491

7. Unpriced Bid shall only be opened on the Tender Due Date mentioned in the Tender, in the presence of Tenderers / their Authorized Representative, who may like to be present for such opening. The price bid will NOT be opened on the date of tender opening.
8. After opening the Unpriced Bid, they shall be evaluated by BHEL for their suitability. BHEL shall hold discussions with the responded Tenderers on the Technical and Commercial terms and freeze the terms & conditions of the offer.. These frozen technical specifications will be communicated to responded tenderers.
9. BHEL shall offer opportunity to the responded and technically / commercially suitable Tenderers, to submit their latest Price Bid/ Impact of prices, if any in line with the frozen technical, Commercial, delivery conditions.
10. This latest Price Bid & the Impact of prices for the frozen technical specifications submitted by the Tenderers will be opened in the presence of Tenderers. Based on the above, the ranking of the Tenderers shall be made and accordingly the Tender shall be finalized.

Important Note to MSE Vendors

1. 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
2. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.
3. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
4. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Certificate by Chartered Accountant

This is to Certify that M/S,
(hereinafter referred to as 'company') having its registered office at
 **is registered under MSMED Act 2006, (Entrepreneur**
MeMemorandum No (Part—II).....dtd:.....,
Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
date as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises: Investment in plant and machinery** (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.5.0.1722(E) dated October 5, 2006:

Rs. Lacs

2. **For Service Enterprises: Investment in equipment** (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs. Lacs

The above investment of Rs Lacs is within permissible limit of
Rs Lacs for Micro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

Annexure – B.
Technical Conditions

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

:

Sl.No.	Technical Requirement	Accepted
B. 1.	To supply of Materials as per Tender specifications / Drawings without any deviation.	
B.2.	The following Test certificate will be sent along with the supply, 1. Raw material Chemistry – from NABL accredited Lab certificate. 2. Hardness & Temperature time recorder graph for heat treatment cycle followed. 3. LPT 4. Dimension report.	
B. 3.	To supply of materials with suitable preservation with Rust preventive oil and packed suitably.	

Signature with Date	Seal

Annexure – C.
Commercial Conditions

Vendor Code:	Vendor Name:					
Tender No.:	Tender Date:	Tender Due Date:				
Sl.No.	Commercial Terms	Accepted				
C1.	<u>Delivery Terms</u> : Free delivery at BHEL/SSTP Stores.					
C2.	<u>Payment</u> : 100% after 45 days after receipt and acceptance of materials by BHEL					
C3.	<u>LIQUIDATED DAMAGES:</u> It is clearly understood among the parties to the Contract that TIME IS THE ESSENCE OF THE CONTRACT. Therefore, the delivery of the goods specified in the Purchase Order shall be made within the time prescribed. Where the Seller supplies or despatches the goods, beyond the delivery period specified, and the Purchaser will have no obligation to accept the goods. If accepted, Liquidated Damages at the rate of 0.5% (Zero point five Percent) of the value of goods delayed, per week of delay, subject to a maximum of 10% (Ten Percent) or part thereof, will be levied without prejudice to any other relief or compensation due to the Purchaser under any other conditions of the Contract. <u>RISK PURCHASE:</u> Alternatively, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase elsewhere at the risk and cost of Seller, either the whole of the goods or any part, which the Seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available the best and nearest available substitute thereof. The Seller shall be liable for any loss, which the Purchaser may sustain by reason of such Risk Purchase(s), in addition to penalty at the rate mentioned in Clause No.06 above.					
C4.	<u>Delivery period required</u> : <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Delivery from PO Date</td> <td style="width: 50%;">Enq.Sl. Nos. 1 to 8</td> </tr> <tr> <td>Within 16 Weeks</td> <td>All Quantity.</td> </tr> </table>	Delivery from PO Date	Enq.Sl. Nos. 1 to 8	Within 16 Weeks	All Quantity.	
Delivery from PO Date	Enq.Sl. Nos. 1 to 8					
Within 16 Weeks	All Quantity.					
C5.	Validity of Offer - 60 Days from the Date of Tender Opening.					

Sl.No.	Commercial Terms	
C6.	a. Excise Duty Tariff Heading	
	b. Excise Duty (%)	
	c. CESS on ED (%)	
	d. Total of ED and CESS (%)	
C7	a. TVNAT (%)	
	b. CST (%)	
C8.	Other Cost (if any) - % (or) Rs.	
C9	Are you Micro/Small/Medium Industry? (If YES, please furnish MSE Regn.No., along with a copy of MSE Certificate)	YES / NO MSE No. MSE Certificate enclosed(Yes/NO)

Signature with Date :

Seal :

TERMS AND CONDITIONS OF ENQUIRY

OFFER

01. Each Tender shall be sent in double cover. Inner cover shall be sealed with Tenderer's distinctive seal and superscribed with correct Enquiry No. and Enquiry Due Date. The Outer cover shall only bear the address of this Office and shall not have any indication that a Tender is within. Two or more Offers shall not be sent in one cover but the Offer against each Enquiry shall be sent separately to avoid confusion. Tender shall not be addressed to any individual's name but only by Designation.
02. Tenders shall be free from CORRECTION AND ERASURES Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between the amount quoted in words and figures, amount quoted in words shall prevail.
03. Rate(s) shall be net F.O.R./BHEL-SSTP STORES, inclusive of risk-in transit and remain valid for 60 days from the Enquiry Due/other Taxes/Duties.
04. If any Sales Tax and / or Excise Duty and / or other Taxes/Duties is / are payable as extra to the quoted Rate, it shall be specifically stated in offer, failing which the Purchaser will not be liable for payment of Sales/Excise Duty/other Taxes/Duties.
05. No voluntary revision of prices will be entertained after opening the Tender(s).
06. Manufacturer's Name, Trade Mark or Patent No., if any, shall be specified. Illustrative leaflets giving technical particulars are required along with the Offer, wherever necessary.
07. Products with I.S.I. Certification Marks will be preferred.
08. The Purchaser shall be under no obligation to accept the Lowest Tender or any other Tender. The Purchaser shall be entitled to accept or reject any Tender, in part or full, without assigning any reason whatsoever.
09. The Purchaser also reserves the right to allow the Purchase Preference Facilities to the Public Enterprises, as admissible under Government Policy and Amendments thereto from time to time.
10. BHEL reserves the right to increase or decrease the Tender Quantity and split the Tender Quantity among more than one Tenderer and place Orders accordingly in proportion, based on commitment, requirement and Supplier's capability in terms of delivery and quality.
11. Lowest Rate received against Tender(s) need not be the technically acceptable L-1 Rate and BHEL reserves the right not to consider the same.
12. BHEL reserves the right to negotiate or re-float the opened Tender, if L-1 Rate is not the lowest acceptable rate to them, inter-alia other reasons.
13. BHEL reserves the right to negotiate the L-1 rate.
14. BHEL may order on more than one Vendor at the lowest acceptable Rate.

SAMPLES: Wherever possible, samples shall be submitted separately whether specifically requested or not, so as to reach the Purchaser on or before the Enquiry Due Date. They shall be clearly marked with the Enquiry No. and Enquiry Date, on the cover to facilitate identification.

PACKING AND MARKING: The Seller shall arrange for securely protecting and packing the stores to avoid loss or damage during transit.

TERMS OF PAYMENT: 100% Payment will be made within 45 days of receipt and acceptance of materials at BHEL. Wherever required by the Purchaser, the successful Tender must send the Operation and maintenance Manual(s), Test Certificate(s), Drawing(s) etc., for the materials ordered, along with the materials and a statement to that effect shall be made in the invoice. Failure to comply with this provision, will result in delay in payment of the Bill(s). Goods despatched either by V.P.P. or routing the documents through Bank, will not be accepted unless agreed to by the Purchaser.

SECURITY DEPOSIT: For purchase over Rs. 5000.00 the successful Tenderer or may be required to furnish a Bank Guarantee/Security Deposit for an appropriate value as determined by BHEL, through any of the Nationalised Banks / Scheduled Banks, Who is a Member-Bank in BHEL's Consortium of Banks, which will be intimated along with Purchase Order, at the discretion of BHEL.

LIQUIDATED DAMAGES: It is clearly understood among the parties to the Contract that TIME IS THE ESSENCE OF THE CONTRACT. Therefore, the delivery of the goods specified in the Purchase Order shall be made within the time prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified, and the Purchaser will have no obligation to accept the goods. If accepted, Liquidated Damages at the rate of 0.5% (Zero point five Percent) of the value of goods delayed, per week of delay, subject to a maximum of 15% (Fifteen percent) or part thereof, will be levied without prejudice to any other relief or compensation due to the Purchaser under any other conditions of the Contract.

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 Seller, either the whole of the goods or any part, which the Seller has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available the best and nearest available substitute thereof. The Seller shall be liable for any loss, Which the Purchaser may sustain by reason of such Risk Purchase(s), in addition to penalty at the rate mentioned in Clause No. 06 above.

PREFERENTIAL DELIVERY: In case of failure to complete supplies, in terms of such Contract within the date of delivery specified in the Tender and incorporated in the Contract, it shall be noted that in the event of an Order is placed on a higher Tenderer as result of this invitation of Tender, in preference to the lowest acceptable Offer in consideration of the earlier delivery, the Seller will be liable to pay to the Purchaser the difference between the Contract Rate and that of the lowest acceptable Tender on the basis of final price. (F.O.R./BHEL-SSTP Stores) including all elements of Freight, Sales Tax, Duty(s) and other incidentals.

GUARANTEE:

01. In the event of an Order, the materials notified in the Order shall be guaranteed for satisfactory performance against all manufacturing defects, faulty design and bad-workmanship, etc. The liability under Seller's Guarantee Certificate shall cover a total period of 18 (Eighteen) Months from the date of despatch or 12 (Twelve) Months from the date of actual usage of the material(s) whichever is earlier. A Guarantee Certificate to the above effect shall accompany the despatch documents. In case of staggered delivery, the Guarantee Certificate shall accompany the despatch documents each time.
02. **Performance Bank Guarantee:** Wherever required, BHEL shall request the successful Tenderer to execute a Performance Bank Guarantee covering the standard Guarantee Terms of BHEL, through any of the Nationalised Banks / Scheduled Banks, who is a Member-Bank in BHEL's Consortium of Banks, which will be intimated along with Purchase Order, at the discretion of BHEL.

CENVAT CREDIT:

01. Please explicitly indicate the following in the Offer to enable us to avail CENVAT Credit.
 01. Excise Registration Number, Excise Control Code (ECC) Number,
 02. Central Excise Chapter Heading Number, Under which the goods will be cleared,
 03. Present Rate of Excise Duty.
02. In the event of an Order being placed, Excise Duty will be reimbursed only based on the Duplicate Copy EXCISE INVOICE (Transporter's Copy), Seller Shall take acknowledgement from the authorised personnel/transporter, while delivering the goods, for having handed over the above Duplicate Copy.
03. If the Seller is a First Stage Dealer / Second Stage Dealer / Depot / Consignment Agent / Importer / Importer- Agent, the Seller has to confirm that they will be following the procedures in terms of the provisions of Central Excise Rules-2002, to enable BHEL to avail CENVAT Credit, under CENVAT Credit Rules 2002.
04. All the time of submission of invoice(s), the Seller is required to furnish the following Certificate.

"The Amount of Rs. (Rupees in words.....) claimed as CENVAT in the Bill, is in accordance with the provisions of the Rules in all respects and that the same has been paid to the Central Excise Authorities in respect of the materials covered by the Bill".

GENERAL: Any other conditions which might have been quoted by the Seller and are in contravention to the Terms prescribed in the Tender/Order and which have not been specifically accepted by the Purchaser, will not be applicable to the Contract and BHEL's standard Terms & Conditions shall only be applicable.

IMPORTANT NOTE:

01. Purchaser reserves the right to place Repeat Order(s) at the same Price and Terms & Condition, within 36 (Thirty Six) Months from the date of Order of 24 (Twenty four) Months from the date of completion of supply, whichever is earlier. A specific confirmation in the regard shall only be applicable.
02. In the event of quoting "Packing and Forwarding charges" extra in the offer, the "Packing Charges" and "Forwarding Charges" shall be separately quoted and shall not be combined. Also please note that no Excise Duty and sales Tax shall be payable on Forwarding Charges. In case this is not complied with corresponding Excise Duty and Sales Tax on packing Charges will not be paid.
03. In the event of the Tenderer being a S.S.I. Unit, the tenderer shall indicate the S.S.I. Regn. No in the Offer and also enclose a copy of S.S.I. Regn. Certificate issued by the Competent Authority.
04. Tenderer is requested to furnish all the details called for in the Tender. In case any required data/information is not furnished in the offer, Purchaser reserves the right to assume the same for the purpose of evaluation/comparison and decide the Tender accordingly.