

PURCHASE ENQUIRY

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| To M/s | Our E-mail : smb@bhelpswr.co.in dkbhagat@bhelpswr.co.in | |
| | ENQUIRY No. | 13014 E |
| | ENQ.DATE | 03.05.2013 |
| | DUE DATE | 07.05.2013 |

Dear Sir,

Kindly submit your sealed quotation by Speed Post / Registered Post / Courier / Air Mail in **two bids viz.**

(1) Technical cum Commercial Bid & (2) Price Bid for the material indicated below confirming acceptance to the terms and conditions enclosed, so as to reach our office on or before **2.00 PM** on the due date. Quotation may be sent by Fax only if asked so by BHEL / with prior permission of BHEL.

| SR. No | Description | Unit | Qty | Delivery Schedule | Material Required at (Destination) |
|--------|---|------|-----|----------------------------------|---|
| 01 | SUPPLY & INSTALLATION OF 1.5 TON SPLIT AIR CONDITIONER (5 STAR RATED) WITH ALL ACCESSORIES. | NOS | 04 | WITHIN 4 DAYS, FROM DATE OF P.O. | BHEL-PSWR, SHREE MOHINI COMPLEX, 5TH FLOOR, 345 KINGSWAY, NAGPUR-01 (MAHARASHTRA) |

A) GENERAL TERMS AND CONDITIONS OF CONTRACT

| Cl. No. | DESCRIPTION |
|---------|---|
| 1. | <p>Technical cum Commercial Bid' and 'Price Bid' shall be sealed in two separate envelopes. Both these sealed envelopes shall bear distinct identification with regard to the type of bid and Enquiry number. These two sealed envelopes shall then be kept in a third envelope and superscripted with correct Enquiry No. and Due Date & time. The outer cover should be addressed to the issuing authority (as mentioned below) of this enquiry and shall also bear the name and address of the bidder.</p> <p>Address : ENGINEER-PURCHASE BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR WESTERN REGION, SHREE MOHINI COMPLEX, 345 KINGSWAY, NAGPUR-440001 (MAHARASHTRA)</p> <p>Tender should be free from OVERWRITING AND ERASURES. Bidder's authorized signatory must attest corrections, if any. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount in figures and words, amount quoted in words shall prevail.</p> <p>It is the responsibility of bidder to submit their offer within due date & time as mentioned in this enquiry. BHEL shall NOT be responsible for any loss/damage to the offer submitted by the bidder.</p> |
| 2. | <p>Technical bid will be opened at 3.00 PM on Due Date. The Technical cum Commercial bid should accompany with a copy of this enquiry duly signed & stamped on all pages as a token of acceptance of Technical & Commercial T & C and copy of documents like authorized dealership certificate, earlier supply order details of similar equipment and their performance feedback from customers, company profile and present status, product catalogue of the models offered, technical specifications of the product, commercial Terms & Conditions and other relevant documents etc. Please fill up all the columns of all formats of this enquiry.</p> <p>Price bid should be submitted as per the 'Price Format' given in this enquiry. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Terms and condition if any enclosed with price bid, shall not be considered. Tenders received as single bid indicating the price is liable to be rejected.</p> |
| 3. | <p>Price bid of technically accepted bidders only will be opened. No revision of prices will be entertained after Tenders are opened, unless mentioned in our enquiry / asked so by BHEL.</p> |

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| 4. | Manufacturer's name, Trade Mark or Patent No. if any, shall be specified in the Technical cum Commercial Bid |
| 5. | 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. |
| 6. | Late tenders (received after Due Date) will be rejected. |
| 7. | Price quoted shall be valid for 30 days from the date of opening |
| 8. | Price shall be quoted as per enclosed 'Price Format' only. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Please fill in all the columns of all formats |
| 9. | INSPECTION: Final inspection will be carried out the destination/site/Purchaser's works by the authorized inspecting Officer, if so specified in the tender under Special Terms & Conditions. Whenever preliminary or stage inspection is to be carried out at supplier's works the same is subject to final acceptance after receipt of the material at the destination/Purchasers works and the decision of the purchaser shall be final. The propriety of goods shall not pass until final acceptance by the purchaser |
| 10. | REJECTION: The seller shall intimate the purchaser in writing within 15 days (after being intimated about rejection of goods) regarding disposal action of the rejected material. If no advice is received within this time the purchaser shall be at liberty to return the material at the cost and risk of the seller after receiving the cost if any paid by the Purchaser including inward freight and other incidental charges. The Purchaser will not be responsible for the rejected material thereafter and no claim will rest on him. |
| 11. | GUARANTEE WARRANTY: The materials shall be warranted for design material and workmanship and also for performance warranty as specially stipulated by the purchaser in the order in its annexure. |
| 12. | INSURANCE: Wherever specifically agreed to and directed, the supplier will insure the goods for all transit risks upto delivery of the goods at the final destination. In all other cases supplier must furnish particulars of dispatch for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss, which otherwise might have been recovered from underwriters. |
| 13. | DELIVERY FAILURE, TERMINATION & LIQUIDATED DAMAGE: The parties hereto agree that the timely dispatch/delivery and completion of the other schedules as stipulated in order/contract shall be the essence of the Order/Contract. If the seller/contractor fails to complete the dispatch/ delivery and other schedules within the time period stipulated in the order/contract, or within any extension of time granted by the purchaser, it shall be lawful for the purchaser to recover damages for the breach of order/contract without prejudice to any other rights and/or remedies provided for, in order/contract and hereunder. The purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half percent {½% of the total contract price per week part thereof, subject to a maximum of ten percent @ 10%} of the total contract price excluding elements of taxes, duties and freight, if seller/contractor has failed to deliver any part of the goods within the period stipulated in the Order/Contract. |
| 14. | The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller /contractor without notice to the seller /contractor of goods not so delivered or their equivalent , without canceling the order/contract in respect of the goods not yet due for delivery. The purchaser reserves the right to cancel the order/contract or a portion thereof for the goods not so delivered at the risk and cost of the seller/contractor and the seller/contractor shall be liable to the purchaser for any excess costs thereof. |
| 15. | RISK PURCHASE : In the event the supplier has failed to deliver or dispatch whole of the goods or any part within the time stipulated or if the same were not available in his stock, the best and the nearest available substitute thereof may be purchased/arranged by purchaser from elsewhere at the risk and the cost of the seller. The purchaser at his option will be entitled to terminate the contract and seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 12 above. |
| 16. | PREFERENTIAL DELIVERY : It should be noted that if an Order is placed on a higher tenderer as a result of this invitation to tender, in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freight, sales tax, duties and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and contract. |
| 17. | This order or any part thereof shall not be sub-contracted without the purchaser's consent. |
| 18. | METRIC SYSTEM: Supplier is requested to indicate metric system measurements in all documents. |
| 19. | DISPUTES & ARBITRATION: All cases of disputes will be resolved according to the Indian Arbitration Act 1940 |

Signature & Seal of Tenderer

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| 20 | FORCE MAJEUR: Acts of God, Acts of Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Natural Calamities, Epidemic and other similar causes over which the supplier has no control, will amount to Force Majeure. Delay attributable to Force Majeure will be condoned; however the onus of establishing the reason of delay lies with the Supplier. |
| 21 | In case of any contradictions between General and special terms and conditions, the provisions in Special Terms & Conditions will prevail. |

Yours faithfully,
For Bharat Heavy Electricals Ltd

Engineer/Purchase

Signature & Seal of Tenderer

B) SPECIAL TERMS AND CONDITIONS OF CONTRACT

| S.N. | Description |
|------|---|
| 1. | Scope of work: <ul style="list-style-type: none"> • Supply and installation of 4 nos. of 1.5 Ton split Air Conditioner (5 Star rated) at BHEL-PSWR, Hqr, Nagpur. • Supply shall include transportation, loading, unloading of AC units with complete necessary installation accessories. • Installation shall include standard fitting, i.e. interconnecting piping, electrical cabling, wall chiseling and necessary installation for Air Conditioner unit. • Bidder shall visit BHEL premises with prior permission for estimation of necessary quantum of fittings required for installation of Air Conditioner units and same shall be considered for quoting rates in Price bids. |
| 2. | Warranty: 1 year on Air Conditioner unit and 4 years on compressor. |
| 3. | O & M manuals shall be provided along with Air conditioners. |
| 4. | Bidder should be authorized dealer/distributor of quoted product. |
| 5. | Technical evaluation: Offer of bidders quoting 5 star rated Split Air Conditioners shall only be considered for evaluation. Price bids of techno-commercially qualified bidders shall only be opened. |
| 6. | Price Evaluation: Offers will be evaluated based on total landed cost of all the items. Total order shall be placed on L-1 bidder. |
| 7. | Quoted Rates: Bidders shall quote all-inclusive rates for the supply & installation of Air Conditioner as per Price bid. All taxes & duties are to be mentioned in Price bid only. Any type of taxes & duties not mentioned in Price bid shall be deemed inclusive in quoted rates and shall not be paid extra. |
| 8. | Inspection: By consignee at destination. Installation certificate shall be jointly signed by BHEL & supplier's representative for satisfactory completion. |
| 9. | Payment Terms: 100% within 15 days against supply and successful installation of Air Conditioners at destination and submission of original invoice, installation certificate & bank details to Nagpur office. Payments will be made through bank by EFT/RTGS mode for which bidder has to provide the bank details as per format provided along with Purchase Order. |
| 10. | Bidder shall furnish Technical Specification of offered Air Conditioners along with techno-commercial offer. |
| 11. | Bidder shall furnish Commercial Conditions in format given with this Technical Bid. Some of the Commercial Conditions have been pre-defined by BHEL therein. No deviations in respect of such pre-defined conditions will be accepted by BHEL. In case of any deviation in Pre-defined conditions, offer will be rejected. |
| 12. | Short Closure: BHEL may short close the contract at any stage without assigning any reasons. |
| 13. | BHEL reserves the right to reject or accept the tender without assigning any reasons whatsoever. |
| 14. | OCTROI at destination: Applicable OCTROI at destination will be in BHEL account. However, bidder to make the OCTROI payment and the same shall be reimbursed by BHEL on production of OCTROI receipt. |
| 15. | The offers 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 web site (www.bhel.com ---> Tender Notification ---> List of Banned Firms) |

Certified that I have read all the terms and conditions of this tender including Special terms and conditions and agree to them without any deviation.

Signature & Seal of Tenderer

CERTIFICATE OF NO DEVIATION

TENDER SPECIFICATION No. : 13014 E

I/WE, M/s

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

I/WE ALSO HEREBY CONFIRM THAT I/WE HAVE VISITED BHEL PREMISES AND QUOTED PRICES ARE BASED ON ESTIMATED QUANTUM OF WORK INVOLVED AND NO ADDITIONAL CLAIM SHALL BE MADE DURING/AFTER ACTUAL INSTALLATION FOR INCREASES IN QUANTITY (IF ANY) FOR FITTINGS, ACCESSORIES ETC.

I/WE ALSO HEREBY CONFIRM ANY TERMS AND CONDITIONS RECORDED/SET BY US IN ANY PART OF THE TENDER AND ITS RELATED REFERENCE ARE CONSIDERED NULL AND VOID AND WITHDRAWN BY US.

SIGNATURE OF THE TENDERER

DATE:

Signature & Seal of Tenderer

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TECHNO-COMMERCIAL TERMS & CONDITIONS: (PART OF TECHNICAL CUM COMMERCIAL BID)

| SN | DESCRIPTION OF T & C | TERMS & CONDITIONS AS QUOTED IN THIS TENDER |
|-----|--|---|
| 1. | DELIVERY TERMS | F.O.R. DESTINATION ONLY |
| 2. | PLACE OF DELIVERY | BHEL-PSWR, SHREE MOHINI COMPLEX, 5 th FLOOR, 345 KINGSWAY, NAGPUR-01 (MAHARASHTRA) |
| 3. | DELIVERY PERIOD FROM THE DATE OF ORDER | WITHIN 4 DAYS FROM THE DATE OF P.O. |
| 4. | OCTROI / ENTRY TAX AT DESTINATION | Extra, if applicable shall be reimbursed by BHEL on submission of original receipt. |
| 5. | TRANSIT INSURANCE CHARGES | BY SUPPLIER |
| 6. | MODE OF DISPATCH | BY ROAD |
| 7. | NAME OF THE GOODS MANUFACTURER / PRINCIPALS | |
| 8. | TRADE NAME / MODEL NUMBER OF GOODS | |
| 9. | AUTHORIZED DEALERSHIP CERTIFICATE | CERTIFICATE OF MANUFACTURER/PRINCIPALS: <input type="checkbox"/> ENCLOSED <input type="checkbox"/> NOT ENCLOSED <input type="checkbox"/> N/A |
| 10. | GUARANTEE/WARRANTY CERTIFICATE | <input type="checkbox"/> SHALL BE PROVIDED <input type="checkbox"/> SHALL NOT BE PROVIDED |
| 11. | PRODUCT CATALOGUE / WRITE UP | <input type="checkbox"/> ENCLOSED <input type="checkbox"/> NOT ENCLOSED |
| 12. | CONTACT PERSON'S NAME, E-MAIL ID, PHONE NO | |

Bidder must fill up the details as asked above and submit it with technical bid of offer. This sheet should be duly filled, signed and sent as a part of technical bid. Otherwise the offer will not be considered for further processing.

Signature & Seal of Tenderer

**BHARAT HEAVY ELECTRICALS LIMITED
PS-WR:HQ:NAGPUR**

ENQUIRY NO. 13014 E

DT.: 03.05.2013

DUE DATE: 06.05.2013

PRICE BID

NAME OF THE TENDERER: _____

SELLER'S REF. No. _____ DATE : _____

| S. N. | DESCRIPTION | |
|--------------|--|---|
| A | ITEM DESCRIPTION AS PER ENQUIRY (PLEASE QUOTE THE BRAND NAME AND MODEL NUMBER) | 1.5 TON SPLIT AIR CONDITIONER (5 STAR RATED) |
| B | QTY OFFERED (Nos.) | 04 |
| C | UNIT RATE | |
| D | BASIC COST (BXC) | |
| E | SALES TAX AS APPLICABLE ON BASIC COST (% RATE & AMOUNT) | |
| F | FREIGHT CHARGES (UPTO DESTINATION) | |
| G | INSTALLATION CHARGES | |
| H | ANY OTHER TAXES (if applicable) | |
| I | TOTAL LANDED COST (D+E+F+G+H) | |

Signature & Seal of Tenderer