



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## Bharat Heavy Electricals Limited

TENDER NO. AA:GAX:SU:15:101 Dated: 09-10-2015  
Due Date for submission of bids: 24.10.2015 by 1500 hrs.

**Sub: Notice inviting Quotations for supply of Raymond's Sapphire Navy Blue Cloth**

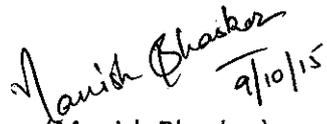
Quotations are invited in sealed cover with Enquiry No., Enquiry Date & Due Date, legibly super-scribed on it, for supply of Raymond's Sapphire Navy Blue Cloth as per specifications mentioned in Price Bid Format as per the enclosed Terms & Conditions. The quotation should be dropped in Tender Box (kept near main entrance gate of BHEL House), along with this letter, latest by 1500 hrs on OR before the due date. Quotations shall be opened at 1530 hrs. in our office, on the due date of submission of offers.

Description of Item	Due Date and Time of Submission of offers	Tender Opening date and time
Supply of Raymond's Sapphire Navy Blue Cloth. Quality No. 01/341/5384. Quantity – 300 mtr (in cut length of 3 mtr each)	24/10/2015 up to 1500 Hrs	24/10/2015 at 1530 Hrs

Quotation (in single part) alongwith this tender document duly signed and stamped on each page shall be submitted in sealed envelopes super scribed with enquiry no. and due date of opening. The quotations shall be opened on the **Due Date i.e. 24-10-2015 at 1530 hrs in our office** in the presence of authorized representatives of the bidders who may desire to be present.

Thanking you,

Yours faithfully,  
for and on behalf of B.H.E.L.

  
(Manish Bhaskar)  
Sr. Executive (HR-GAX)

## **1. TERMS AND CONDITIONS:**

- 1.1 Delayed tenders are liable to be rejected.
- 1.2 The successful bidder(s) will have to supply the material as per the specification mentioned in the Price bid enclosed herewith. If the supplied materials are found of inferior quality, the same will be rejected by BHEL and no payment will be made for rejected material.
- 1.3 The material of fresh lots will be supplied. In case of supply of aged material, the material may be rejected. The each length will to be supplied in properly packed condition in suitable carry bag.
- 1.4 Any defective supply will be replaced free of cost. No payment shall be made against defective supply. The purchaser reserves the right to reject any items, which in his opinion does not confirm to the specifications or is found to be of inferior quality.
- 1.5 The material along with bill will be delivered to various offices of BHEL in Delhi and Noida. No charges for delivery / cartage etc. shall be paid BHEL.
- 1.6 Separate Purchase Order will be placed by BHEL office located in Delhi and Noida. Payment also will be made by them.
- 1.7 The quantities of items mentioned in the Price Bid are tentative which may increase or decrease depending upon the actual requirements. In case of increase in quantities, the successful bidder will have to supply the items at the same rates.

## **2.0 EVALUATION CRITERIA AND AWARD OF CONTRACT**

Bidder shall quote their prices in the prescribed format i.e. Price Bid (Annexure-I) enclosed for items given therein. Evaluation shall be done on the basis of Gross Value including VAT etc., quoted by bidder in the Price Bid Format. In the event of one or more Bidders quoting identical L-1 price, such bidders would be asked to submit their revised snap bids in the sealed cover on the spot. Bidders shall accordingly depute their representatives with due authorization to quote these revised bids on the spot. Contract shall be awarded on the L-1 bidder (all inclusive).

In case of any arithmetical errors in the price bid the higher unit rate will be considered for evaluation and lower unit rate will be considered for ordering.

## **3.0 VALIDITY OF RATES / CONTRACT**

Rates shall remain valid and firm till the supply is overt and no request will be entertained for any increase of rates what so ever may be the reason. However, the VAT / Taxes etc. shall be applicable as per the Government Notifications from time to time.

## **4.0 PAYMENT TERMS:**

For the bills submitted along with supporting vouchers and completed in all respect, the payment, inclusive of all taxes as applicable, shall be made within 20 days from the date of submission of the bills.

*M. Anil Sharma*

## **5.0 DELIVERY PERIOD / LEQUIDATED DAMAGES**

The material shall be supplied within 30 days time on placement of PO. BHEL reserves the right to recover from the Seller/Contractor, liquidated damages, a sum equivalent to half percent (½%) of the ordered value per week or part thereof, subject to a maximum of ten per cent (10%) of the ordered value excluding elements of taxes, duties and freight, if the seller/contractor has failed to deliver any part of the ordered stores within the period stipulated above.

6.0 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 website [www.bhel.com](http://www.bhel.com).

## **7.0 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 or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, 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 BHEL (Purchaser).

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

## **8.0 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.

## **9.0 JURISDICTION OF COURT**

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

## **10. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

10.1 If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of

*of  
Anil Shankar*

debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

10.2 Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased.

*Maulik Bhambhani*

PRICE BID FORMAT

Description	Quantity (approx.)	Unit Rate (Rs.) per ream	VAT % (If any)	Gross value (Rs.) for 300 mtr cloth (all inclusive)
Supply of Raymond's Sapphire Navy Blue Cloth. Quality No. 01/341/5384.	300 mtr (in cut length of 3 mtr each)			

Gross Value in Rs.....  
 .....

**Evaluation criteria:** Refer para no. 2.0 "EVALUATION CRITERIA AND AWARD OF CONTRACT"

Signature & Seal of the firm

*M. Anil Kumar*

**DECLARATION**  
**(To be attached with quotation)**

I / We hereby declare that I / We have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court.

(Signature with official seal)

NAME:  
DESIGNATION:  
COMPANY / FIRM:  
DATE:  
PLACE:

*Naresh Bhanu*

**Details of the bidder**

<b>SN.</b>	<b>Description</b>	<b>Details (to be filled by bidder)</b>
1	Name of the Firm	
2	Address of the Firm	
3	Contact Person's Name	
4	Mobile No. of Contact Person	
5	Land Line No., if any	
6	FAX No., if any	
7	E-mail ID of the bidder	
8	PAN No.	

Signature

With Name, Designation & seal of the firm

*Laith Bhanu*