

सामग्री प्रबन्धन (क्रय विभाग)

MATERIAL MANAGEMENT (PURCHASE)

सेन्ट्रल फाऊन्ड्री फोर्ज् प्लान्ट, भारत हैवी इलैक्ट्रिकल्स लिमिटेड

CENTRAL FOUNDRY FORGE PLANT, BHEL HARDWAR

रानीपुर, हरिद्वार (भारत)

RANIPUR, HARIDWAR (INDIA) – 249403

Phone No. +91-1334-285326/284548, FAX No. 225892

e-mail: mannoj26@bhelhwr.co.in

M/S

Sub: Tender Enquiry No. 3023/P/360/8/2501P/1 dt. 30/09/2008 due on 06 Nov'2008

Dear Sir,

We are pleased to invite offer as per enclosed specifications, drawings with terms and conditions in sealed covers for the under mentioned items.

SI No	Tender No	Description of Material	Qty No.	Date & Time of Opening
01	3023/P/360/8/2501P/1	Trailer 60 T Capacity	01	06 Nov'2008 2.00 P.M.

KINDLY READ TERMS AND CONDITIONS. OFFER NOT IN ACCORDANCE WITH THE INSTRUCTIONS IS LIABLE TO BE DISQUALIFIED AND OR IGNORED.

PLEASE VISIT www.bhel.com or www.bhelhwr.co.in for more details and tender documents.

Please also down load Vendor Registration Form and submit same dully filled.

Thanking You,

Yours Faithfully, For & On behalf of CFFP BHEL Hardwar

(Manoj Kumar) Engineer (Pur)

Note: Corrigendum if any shall not be published, kindly refer web for any changes.



GENERAL TERMS AND CONDITIONS OF TENDER ENQUIRY ANNEXURE-A

1. Submit the tender in two parts i.e.

Part-I Techno-Commercial Bid Part-II Price Bid

Techno-Commercial (part one) & Price Bid (part two) should be put in separate sealed envelopes. Both envelopes should be super scribed with **Tender Number**, **Date of Opening** & **Technical / Commercial Bid** and **Price Bid** respectively along with name of firm.

Both the envelopes i.e. containing Techno-Commercial Bid and Price Bid should again be kept in one envelope super scribed again with Tender No. and Date of Opening and the name of firm submitting the tender and sent by Registered A/D post to SDGM(MM),Purchase Department ,CFFP ,BHEL Hardwar,Ranipur ,Hardwar 249403.Uttrakhand ,India

<u>Part-I</u> <u>Envelopes super scribed with **Techno-Commercial Bid** must contain all information especially:-</u>

- (a) Specification of the material offered should be strictly as per CFFP/BHEL specifications of Enquired material in tender documents. **Deviations if any must be indicated clearly in the offer**. **Rates to be quoted as For Destination Basis.**
- (b) All commercial terms i.e. packing, forwarding, Custom Duty ,Additional Duty ,ST/STT/VAT/CST, Excise duty/CVD , Bank Charges, payment terms & Insurance etc as applicable should be clearly mentioned **except Price** .Also mention present rate of applicable taxes & duties even if inclusive in rates.
- (c) Confirm to submit all required commercial documents (tax invoice, CENVATable duplicate copy of invoice, packing list, transit sale agreement etc.)& technical documents (TC/GC/QP etc.)
- (d) Registration Numbers of SSI, Central Excise, Sales tax, Income tax, DGS & D, ECC etc.
- (e) Un-priced copy of Price Bid.

Part-II Envelopes super scribed with Price Bid should contain priced copy of Price Bid. The price should be mentioned both in figures and words.

- **2**. Authorized Signatory should authenticate all tender documents.
- **3. Techno-commercial bid (Part-I)** will be opened on the due date at 2.00 PM. In the presence of participating vendors or authorized representatives, who may wish to be present. Representative deputed to witness tender opening must produce an authority letter from the signatory of offer. After evaluation of technical bids & finalization of technical, commercial terms & condition, price bid of only successful vendors will be opened. Priced bid opening date will be intimated separately.
- **4**. The material offered must conform to the required BHEL specifications and drawings as well as instructions and details made available .

5. Eligibility:

- a) The Vendor must submit the annual reports giving the audited profit or loss account and balance sheet for last three financial years with year ending 31.03.07.
- b) The Vendor have to submit the details of recent orders of similar material (not earlier than 31.03.05) executed mentioning the Name and address of Customers with technical details preferably in India .

The Vendors who are registered with any unit of BHEL ,India, in related category are exempted of above two. They should however give details of their registration.



- **6. Original Test Certificate & other related Documents** from the Manufacturers or Government or Recognized Houses shall have to be produced as applicable without any extra cost. This may please be clearly confirmed in the quotation without which the offer may not be considered.
- **7**. **Validity** of offers should be minimum of **180 working days** from the date of Tender (Techno-Commercial Bid) opening.
- **8. Delivery** in the promised period is the essence of contract. Confirm to supply according to delivery schedule mentioned.
- **9**. **Payment Term** preferably should be within 30 days after receipt and acceptance of material through e-payment (Except Capital items where payment terms shall be as per annexure-I Rev.02).
- **10**. CFFP/BHEL Hardwar reserves the right to accept or reject any or all tenders without assigning any reason there of.
- 11. Tenders not submitted in the prescribed manner are likely to be ignored/rejected.
- **12.Agent /Agency Commission:** Payment of any kind at any stage will not be made to Agent on account of agent commission or otherwise by CFFP BHEL Hardwar.
- **13**CFFP, BHEL, HARIDWAR may opt for **E-auction/Reverse auction** for obtaining best prices for part or full Tendered Quantity.
- **14**.Please do intimate the personal contact details like Mobile Number, Email–Id, etc of authorized executive for correspondence.
- **15.Penalty**: Orders placed against this Enquiry will be subject to normal clauses for imposing Penalty, Liquidated Damages, Risk purchases, cancellation ,arbitration as per terms and conditions of Purchase Orders in case of delay in effecting supply and or other defaults.
- **16.Inspection** :CFFP BHEL Hardwar inspection after receipt shall be final and binding . BHEL may inspect at Vendor's work also. BHEL may nominate any testing house for inspection .The report shall be final and binding to both concerned .In case store is found defective during warranty period ,the same will be returned for repair (if not possible in India by Vendor) and or replacement .For this Vendor has to bear all the charges such as Freight ,i.e. to and fro ,insurance etc .Bank Guarantee for the equal amount to the cost of the item is to be furnished by Vendor. In case the repair is done at CFFP/BHEL the amount on actual shall have to be reimbursed by the Vendor and or adjusted on actual from their Bill.
- **17. Security Deposit and Performance Bank Guarantee** is must .The percentage of both proposed (Annexure B) if decreased the % of decrement than that proposed shall be loaded on Landed Cost Calculation .The minimum % acceptable shall be decided by CFFP/BHEL beyond which offer may be rejected .
- **18.Disputes**: In event of any dispute arising out of Contractual obligation ,the order being finalized at Hardwar ,India will be subject to Indian Laws and falls under jurisdiction of the Court of Law at New Delhi ,India .The overseas supplier hereafter referred to as "Vendor" shall therefore ,abide by the verdict of Court of Law at Hardwar ,India as may occur .

-OR-

All disputes arising out of or in connection with the present contract ,if any ,shall be finally settled under the rules of arbitration of International Chamber of commerce by one or more arbitrator appointed in accordance with the said Rules in India .

ANNEXURE II

LIST OF CONSORTIUM BANKS:

- State Bank of India CAG Branch, 10-th Floor, Vijaya Building, Barakhamba Road, New-Delhi-110001
- 2. Canara Bank 74, Janpath, New-Delhi-110001
- 3. Punjab National Bank 74, Janpath, New-Delhi-110001
- 4. Bank of Baroda
 Corporate Banking Branch,
 11th Floor, BOB Building,
 Sansad Marg,
 New-Delhi-110001
- 5. Deutsche Bank Tolstoy Marg, New-Delhi-110001
- 6. State Bank of Hydrabad Surya Kiran Building, K. G. Marg, New-Delhi-110001
- 7. State Bank of Mysore Antriksh Bhawan, K. G. Marg, New-Delhi-110001
- 8. State Bank of Mysore
 Industrial Finance Branch,
 Ramanashree Arcade,
 MG Road,
 Bangalore-560001
- 9. State Bank of Travancore Travancore House, IF Branch, K G Marg, New-Delhi-110001

- 10. HDFC Bank Ltd 5th Floor, HT House, K G Marg, New-Delhi-110001
- 11. CITI Bank N A
 Jeevan Vihar Building,
 Sansad Marg,
 New-Delhi-110001
- 12. Standard Chartered Bank H2 Block, Connaught place, New-Delhi-110001
- 13. ICIC Bank Ltd.ICIC Tower,Bisham Pitamah Marg,Pragati Vihar,New Delhi 110003
- 14. IDBI Bank Ltd.19, K G Marg,Surya Kiran Building,New-Delhi-110001
- 15. HSBC Ltd. ECE House, 28 KG Marg, New-Delhi-110001

PROFORMA FOR SECURITY DEPOSIT (TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

	This	deed of	guarantee	made	this		day	of
	Two	Thousand		by	(bank)	hereinafter called	'the Guara	ntor')
which expre	ession shall unless	repugnant to	the context or	meaning	thereof	be deemed to inclu	ide its succe	essors
and assigns)	IN FAVOUR OF	M/s Bharat H	Ieavy Electric	als Limit	ed (A C	Sovernment of India	u Undertakii	ng) a
Company in	corporated under	the Companie	s Act, 1956 ha	ving its 1	registere	ed office at "BHEL	House" Siri	Fort,
	•	•		_	_	dry Forge Plant) he		
				•		of meaning there		
	uccessors and assi		1 0			C		
		,						
	WHEREAS M/s.					(hereinafter	referred to a	as the
vendor)	have	entered	int	О	a	contract	be	earing
no		Dated				.(Hereinafter refer	red to as	"the
						.With the Compan		
_	AND WHEREAS	the Contract	interalia provi	ides that	the ven	dor shall furnish So	ecurity Mon	ney to
the Compar	ny in the form a	Bank Guara	ntee for a su	m of Rs	S	(Rs	onl	ly) as
Security for	due and faithful e	xecution of de	eliveries within	n specifie	d period	d in the contract.		
	AND MILEDEAC	THE VENE	OD 1	1 1	1 0	. 1 .	. 1	C (1

AND WHEREAS THE VENDOR has approached the Guarantor and in consideration of the arrangement arrived at between the Vendor and Guarantor; the Guarantor has agreed to give the guarantee as hereinafter mentioned in favour of the Company.

NOW THIS DEED WITHNESS AS FOLLOWS:-

- (2) The decision of the Company whether any default has occurred or has been committed by the Vendor in the execution of the supplies, observance or discharge of any of the terms, conditions stipulations or undertakings or any one of them as contained in the Contract and or as to the extent of loss, damage, costs ,charges and expenses caused to or suffered by the Company by reason of the vendor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the vendor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration Proceedings or before any other authority.
- (3) The Company shall have fullest liberty without affecting in any way the liability of the Guarantor under this guarantee, from time to time to enforce or forbear from enforcing any of the terms and conditions governing the contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the vendor or any other forbearance, act or commission of the part of the company or any indulgence by the company to the vendor or of any other matter or thing whatsoever which under the law relating to sureties, would but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

(4) The Guarantor further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken to the performance of the Contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the Contract have been fully and properly carried out by the Vendor and accordingly discharges this Guarantee, subject, however, that this Guarantee is only valid for written demands by the Company on or before..........(specify date).

The Guarantor undertake not to revoke this Guarantee during the period it is in force except wit the previous consent of the Company in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Vendor or the Guarantor shall not discharge the Guarantor's liability hereunder:

It shall not be necessary for the Company to proceed against the Vendor before proceeding against he Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Vendor shall at the time where proceedings are taken against he Guarantor hereunder by outstanding or unrealized.

The Guarantor hereby declares that it has power to execute this guarantee under it is Memorandum and Articles of association and the executants has full powers to do so on its behalf under the Power of Attorney dated.....granted to him by the proper authorities of the Guarantor..

Signed for and on behalf of the (Bank)

Name: Designation: Address:

Fax No. (With country code): E-mail address:

NOTE: IN CAE A BANK IN INDIA IS GIVING THIS BANK GUARANTEE; IT WILL BE EXECUTED ON A STAMP PAPER OF RS. 62.50 BUT IF IT WILL BE FROM AN OVERSEAS BANK, IT WILL HAVE TO BE EXECUTED AS PER LAWS OF THAT COUNTRY.

SPECIFICATION FOR TRAILER (60T CAPACITY)

FF-04049R01 Dated: 16-09-2008

- 1. (a) Size of Trailer (L x W): 8M x 2.5M
 - (b) Trailer height should be as low as possible.
- 2. The Trailer shall have the load carrying capacity of 60T (single piece wt.)
- 3. Trailer should have adequate number of tyres with multi axle to carry the 60T load.
- 4. Trailer shall have arrangement for hauling by Tractor or prime mover.
- 5. Trailer shall be capable of turning.
- 6. Turning radius shall be mentioned in offer.
- 7. Vendor should submit their offer along with drawing and load calculation.
- 8. Party should mention the Dead weight of Trailer.
- 9. Party should provide guaranty / warranty for 12 months minimum.
- 10. List of spares if any required to be quoted separately.
- 11. TC / GC is required along with the supply.
- 12. After P.O. placement the drawing should be got approved from CFFP / BHEL before start of manufacture.



ANNEXURE - I OF COMMERCIAL TERMS & CONDITIONS ; REV: 02	Vendor's
	Confirmation
1) PAYMENT TERMS:	
1.For Indigenous Vendors: 80% of the material cost to be paid against delivery of equipment at CFFP. Balance 20% of material cost and supervision / E&C and proving charges will be paid after satisfactory erection & Commissioning/after acceptance of material at BHEL, CFFP(in cases where Erection and Commissioning is not involved.) Payment to be made through EFT (electronic fund transfer i.e e-payment Format attached.	
2. For Foreign Vendors: 80% of the material cost to be paid against dispatch documents. Balance 20% of material cost and supervision / E&C and proving charges will be paid after satisfactory erection & Commissioning/ after acceptance of material at BHEL, CFFP (in cases where Erection and Commissioning is not involved.).Payment to be	
made on 70th day of date of bill of Ladding through LC which shall be opened 3 months before scheduled delivery date. Bank charges to be borne by vendor.	
NOTE:	
a) As per payment terms, 20% will be released by BHEL after successful erection, commissioning and job	
proving. b) this 20% will be released against submission of performance bank guarantee valid for entire warrantee	
period from the date of commissioning.	
c) The security deposit is to be as per the tender condition.	
1.1LOADING (IF ANY TERM OF THIS ANNEXURE IS NOT AGREED BY VENDOR) WILL BE AS	
FOLLOWS:	
Loading: Advance amount (such as through bank), if any (Amount X):1.5% per month for the quoted delivery period for the amount 'X'	
Say Payment at the time of dispatch against shipping/dispatch documents (Amount Y):"1.5% per month for the amount X+Y exceeding 80% of contract value i.e. 1.5% of (X+Y-0.8Z) where Z is the contract value".	
In case any bidder does not accept any of the condition at (a) to (c) above then, their offer is likely to be rejected by BHEL and technical bid will not be processed, and no correspondence in this regards will be entertained.	
1.2 P.B.G. TERMS: Performance Bank Guarantee to be submitted on the prescribed format equal to the value of 20%	
of the total order value valid WARRANTY / GUARANTEE agreed period. This bank guarantee, in the format to be prescribed by BHEL, shall have to be submitted before release of last balance payment(see annexure II and IV)	
1.3 CURRENCY OF PAYMENT: Mention the currency in which payment has to be made.	
1.4 FOR INDIGENOUS SUPPLY: For indigenous supply the currency shall be Indian Rupees	

1.5 SUPERVISION CHARGES:	
For Indian Suppliers: It should be quoted in Rupees.	
For Foreign Suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees. Time of completion of supervision/ Erection & Commissioning also to be mentioned.	
1.6 TAXES: All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.	
2.) SECURITY DEPOSIT: Vendor has to submit security deposite equal to the 10% of total material value of the	
Purchase order in the currency of order within one month of receipt of order in the form of Bank Guarantee in BHEL format valid for two months beyond shipment.	
2.1 SUBMISSION OF BANK GUARANTEE : All bank guarantees for security deposit as well as for performance should be from one of the BHEL consortium banks and the bank guarantee should be in the Performa prescribed by BHEL (see annexure-II & III).	
3) PENALTY FOR LATE DELIVERY: Penalty shall be applicable for delayed delivery @ 0.5% per week and part thereof subject to a maximum of 10% for total P.O. value.	
3.1LOADING ON PENALTY FOR LATE DELIVERY IF NOT AGREED BY VENDORS ON ABOVE	
TERMS:	
If any vendor do not accept the LD @ of 0.5% per week and part thereof subject to a maximum of 5% of total PO value, their offer will be ignored. Vendors accepting LD terms different from the proposed terms of 0.5% maximum 10% will be loaded @ %age deviation from the range of 10% on their prices (FOB for imported and ex-factory for indigenous). If the vendor does not accept as above their offer is likely to be ignored and technical bid will not be processed.	
4) DELIVERY OF THE EQUIPMENT: Firm delivery period for the equipment to be stated w.e.f. date of LOI/ Order as under:1. Delivery period in weeks. 2. Period/ Time required to submit GA/Other drawings (Please specify other drawings). 3. Period/ time to supply equipment from the date of approval of drawings.	
Prices should be quoted on FOR CFFP, destination basis only. Foreign vendors can also quote on FOB.	
5) SETTLEMENT OF DISPUTES:	
Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and	
Arbitration of the ICC, Paris. The venue of arbitration shall be Delhi. The courts of Delhi shall have exclusive jurisdiction.	
· For Indigenous Source. The venue of arbitration shall be Haridwar Court, which will have exclusive jurisdiction.	
6) AUTHORIZATION OF PRE-INSPECTION: BHEL is authorized to pre inspect the material at works. The	
material will be dispatched only after getting clearance form BHEL.	
7) <u>DRAWING / DATA APPROVAL</u> : Any drawing / data approval required from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.	
8) DRAWING/DESIGN/ INFORMATION USE: The vendor will have to give an undertaking that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any agency and will also not be used for manufacturing for any other customer.	
09) <u>5 SETS OF O&M MANUAL</u> : 5 Sets of Operation & Maintenance Manual shall have to be supplied along with	
the equipment. Final payment will be released only after receipt of the required documentation.	
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निविदा सूचना TENDER ENQUIRY

भारत हैवी इलैक्ट्रिकल्स लिमिटेड **Bharat Heavy Electricals Ltd** सेन्टल फाउन्डी फोर्ज प्लांट- हरिद्वार-249 403 (भारत) Central Foundry Forge Plant, Hardwar-249 403 INDIA

Phone: (0091) (133) 485356, 485269

• Telefax: (0091) (133) 425892 • Telex: 05909-213 UPTT NO. HR-0041496 Dt. 01-04-1994 CST NO. HR-5018287 Dt. 16-03-1995

निविदा सचना सं. ENQUIRY NO."

3023/P/360 /8/2501P/1

दिनांक Date

30.09.2008

कपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING:

ENQUIRY DUE DATE: 06.11.2008

Vendor Code: T09285

To,

BHEL Phone: 01334-285326,285356

FAX: 01334-225892

INDIA Attn:

MATERIAL CODE UNIT DELIVERY TOTAL NO DELY_DT MATERIAL DESCRIPTION QTY LOT QTY

FF4120818217

1 before 15.12.2008

TRAILER 60T CAPACITY SIZE

L=8M W=2.5M.

AS PER SPECIFICATION AT ANNEXU

SPEC: FF-04049 R01

8M X 2.5M DIM : S

1 This enquiry is 2 part tender. Techno-Commercial bid (Part - 1) and Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings

Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Price bid (Part - 2) shall contain only prices. 2 TEST CERTIFICATE REQUIRED AS PER SPECIFICATIONS.

3 GUARANTEE CERTIFICATE REQUIRED AS PER SPECS. ALONGWITH DESPATCH DOCUMENTS

4 PRE-INSPECTION TO BE CARRIED OUT BY BHEL REPRESENTATIVE AT SUPPLIER'S WORKS.

5 BASIC RATES, TAXES, DUTIES AND OTHER CHARGES MUST BE SPECIFIED SEPERATELY. 6 CONFIRMATION IS REQUIRED THAT CENVATABLE DUPLICATE COPY OF TRANSPORTER

INVOICE SHALL BE PROVIDED FOR AVAILING CENVAT BENIFIT.

SPECIFICATION NO. FF04049 R 01 ARE ENCLOSED.

** Please submit authorization letter (format enclosed) for facilitating e-payment/electronic transfer of funds

** 100% payment within 30 days after receipt & acceptance of material at CFFP

BHEL, Hardwar through e-payment.

** CFFP/BHEL Reserves the right to procure from more than one vendor.

FOR BHARAT HEAVY ELECTRICALS LIMITED

(MANOJ KUMAR) ENGINEER (PUR)

You may contact the signatory at email: satul@bhelhwr.co.in

🖈 महत्वपूर्ण : कृपया कोटेशन देने से पूर्व पीछे दिए गये अनुदेशों को ध्यानपूर्वक पढ़िये।

	ANNEXURE-[
AUTHORISATION LETTER FOR E-PAYMENT/ELECTRONIC FUNDS TRANSFER (EFT/RTGS) PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY	Page 1 of 1			
TYPE OF REQUEST (Tick One)	CHANGE			
BHEL Vendor/ Supplier Code Company's Name Address	∃ │			
City Pincode State	_			
Contact Person(S) Telehone NO. FAX. No. e-mail id				
1. Bank Name 2. Bank Address	3			
3. Bank Telephone No. 4. Bank Account No. 5. Account Type. 6. Bank's Branch Code 7. Bank Swift Code (aplicable to EFT only) 8. Enclose blank cancelled cheque				
DECLARATION				
I. I as representative/Owner of the above named company, hereby authoriz CFFP, Ranipur, Haridwar to electronically make payments to the designated account. I hereby certify that the particulars given above are true, correct. (2) If the transsation is delayed or not effected at all for reasons of incomple information, I would not hold BHEL/transfereing Bank responsible.	d bank complete and			
3. This authority remains in full force untill BHEL, CFFP, Ranipur, Haridwar acknowledge written notification requesting a change or cancellation.	receives &			
4. I have read the contents of the covering letter and agree to discharge the responsibilty expected of me as a participant under E-payment/EFT/RTGS.				
Date: Authorized Signatory Designation				
Company Seal				

Verification By Bank