



ISO 9001-2000,ISO 14001
and OHSAS 18001 certified
company
SubContract and Purchase
Department.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

पावर सेक्टर, उ.क्षे.परिसर, प्लाट नं.25, सेक्टर-16ए, पोस्ट बॉक्स सं.55,नोएडा-201301,

Power Sector-Northern Region,Plot no.25,Sector 16 A PB NO. 55, NOIDA.201301

Ph : 0120-2416278/447, Fax 0120-2416 528

E mail: vks@bhelpsnr.co.in, riddhi@bhelpsnr.co.in

ENQ. NO: BHEL/PSNR/SCP/VKS/E-2290 :

DATE: 05.03.2012 , DUE ON: 19.03.2012 AT 3:30 PM

To,

Dear sirs,

Sealed quotations are invited for the supply for under noted stores on terms and conditions specified overleaf. The quotations should be submitted in a sealed cover super-scribing the Enquiry No. and due date addressed to the undersigned by designation so as to reach him before **2.30 p.m.** on the due date. It should be clearly noted that this is only an invitation to quote and not an order. However, the offer shall be considered only after acceptance of Competent Authority of BHEL.

S.NO.	STORES DESCRIPTION	QTY.	DELIVERY
1.	SUPPLY OF PORTABLE HYDROGEN LEAK DETECTOR HAVING TECHNICAL SPECIFICATIONS AS PER ANNEXURE-I. SUPPLIER TO SUBMIT A VALID TRACEABLE CALIBRATION CERTIFICATE	01 NO.	AT TECHNICAL SERVICES (TSX) BHEL-PSNR., HRDI COMPLEX, PLOT NO-25, SECTOR-16/A FILM CITY, NOIDA- 201301 U.P. (INDIA)

1. Deliver required by 30.03.2012, Bidders to quote minimum possible Delivery.
2. **Mfg. Test certificate (if any)** shall be submitted along with the supplies.
3. **Inspection** to be carried at respective destinations in presence of BHEL's engineer and vendor's representative.
4. Bidder to submit the **recent past experience for selling of similar or higher capacity** of HYDROGEN LEAK DETECTOR to reputed companies along with tender.
5. Bidder to ensure the facility of after sales service and availability of spares.
6. Bidder to provide the document for ENSURING OF THE SPECIFICATIONS in line with tender requirement. Non- Compliances to Tender Terms may lead to rejection of offer.
7. Rates quoted should be on **F.O.R. DESTINATION** basis and in INR only.
8. **Payments against supply shall be made through e-commerce (EFT). Hence, parties are requested to submit the details of their bank account as per**

sheet attached on their Company's Letter Head along with the Concerned Bank's certification or with a Xerox/ Scanned copy of Cancelled- Cheque.

9. Tenders to be submitted with details as per our **Format No 1** in following **TWO PARTS**, duly **SIGNED & STAMPED**:

- **PART I: TECHNO COMMERCIAL BID** – Tender with all technical and commercial details as per FORMAT - 1 without PRICE part.

- **PART II: PRICE BID.**

Envelopes of both PART I & PART II should be INDIVIDUALLY SEALED & SUPERSCRIBED as indicated above and shall be enclosed in one **MAIN ENVELOPE DULY SEALED & SUPERSCRIBED as TENDER FOR _____ (Name of Item) ENQUIRY NO. _____ DUE ON _____, PART I & PART II** of the offer.

Yours faithfully,
For and on behalf of BHEL

MGR./PUR.

Encl:

1. Technicals specifications as per Annexure-I
2. Special terms and conditions (Annexure II)
3. Format No. 1
4. Format No.A
5. General terms and conditions
6. Non-Disclosure Agreement Format
7. Format for bank details (For electronically transfer of Funds)

Annexure-I

<u>PORTABLE HYDROGEN LEAK DETECTOR SPECIFICATION</u>	
Display	LCD Digital Backlit Display
Measurement	Continuous
Range	0- 2000 PPM
Least Count	1 PPM
Accuracy	± 5%
Response Time	≤ 30 Sec
Operating Temperature Range	- 25 to 50 °C
Power Supply	Lithium Battery/ Rechargeable Battery
Gas Alarm	Audible
Operating Indicator	Audio and Visual
Weight	≤ 200 Gms.
Enclosure	IP 65 and Explosion Proof

NOTE : Offered model must have technical Comparison / Compliance with BHEL specification in tabular form.

The following items are to be furnished / Supplied / Confirmed by the Vendor at the time of delivery of the above instruments.

CERTIFICATES:-

The Vendor shall provide

- Valid Calibration Certificate / Test Certificate from the OEM showing the test results / calibration results.
- Warranty / Guarantee Certificate:- To be provided by the Supplier / OEM.

SPECIAL TERMS AND CONDITIONS

Instruction to bidders

1. DEALERS TO PROVIDE THE AUTHORIZATION FROM OEM OF THE QUOTED MODEL.
2. MANUFACTURER'S TEST CERTIFICATE FOR VARIOUS TESTS TO BE CONDUCTED IF ANY SHALL BE FURNISHED WITH SUPPLY & SHOULD BE DULY SIGNED WITH A SEAL OF THE COMPANY.
3. PRICE QUOTED SHOULD BE FOR F.O.R DESTINATION DELIVERY BASIS.
4. PRICE QUOTED SHOULD BE INCLUSIVE OF ALL THE APPLICABLE CHARGES, TAXES AND DUTIES. HOWEVER RATES OF SALES TAX, EXCISE DUTY & OTHER STATUTORY LEVIES SHOULD BE INDICATED SEPERATELY. VARIATION IN EXCISE DUTY, SALES TAX/ VAT OR ANY OTHER STATUTORY LEVEIS DURING CONTRACTUAL DELIVERY PERIOD SHALL BE TO BHEL'S ACCOUNT.
5. QUOTED RATES SHALL **REMAIN FIRM** EXCEPT FOR VARIATION IN DUTIES / TAXES AS MENTIONED AT SL. NO. 4 ABOVE.
6. THE QUANTITIES INDICATED ARE TENTATIVE AND NO COMPENSATION SHALL BE ADMISSIBLE ON CHANGE IN ACTUAL REQUIREMENT BY BHEL.
7. OUR PAYMENT TERMS ARE 90% PAYMENT + 100% TAXES, DUTIES , P&F, FREIGHT & INSURANCE ETC AGAINST DELIVERY AND REMAINING 10% WITHIN 30 DAYS AFTER RECIEPT AND ACCEPTANCE OF MATERIAL AT SITE .
8. INSPECTION SHALL BE DONE BY BHEL AT DESTINATION, SUPPLIER TO PROVIDE THE MANUFACTURING TEST & WARRANTY CERTFICATES AND TEST REPORTS IF ANY .
9. IN CASE OF DELAY/DEFAULT ON THE PART OF THE SUPPLIER, BHEL RESERVES THE RIGHT TO PROCURE QUANTITIES FROM OTHER SUPPLIERS AT ORIGINALLY ORDERED RATE OR HIGHER RATES AT THE RISK AND COST OF THE SUPPLIER OR LD SHALL BE IMPOSED AS PER CLAUSE NO.11 OF GENERAL TERMS AND CONDITIONS.
10. BIDDERS SHOULD FURNISH BREAK UP DETAILS OF PRICE QUOTED, SUCH AS BASIC PRICE, EXCISE DUTY/CUSTOM DUTY AND PORT HANDLING CHARGES, FREIGHT CHARGES, SALES TAX, SERVICE TAX / VAT AND THE OTHER APPLICABLE CHARGES.
11. OTHERS AS PER BHEL TERMS & CONDITIONS GOVERNING PURCHASE OF STORES.
12. IN CASE OF ANY DISCREPANCIES FOUND BETWEEN RATES QUOTED IN WORDS AND FIGURES, THE LESSER SHALL BE CONSIDERED DURING PLACEMENT OF P.O.

**Signature with seal of Bidder
As a confirmation on acceptance**

**Of Special Terms and
Conditions**

**FORMAT NO.I**ENQ.NO. BHEL- PSNR/SCP/VKS/E-2290
Dt:05.03.2012**TO BE FILLED BY THE
BIDDER AND ENCLOSED
WITH BID PART I**

NAME OF BIDDER:

DUE DATE: 19.02.2012

SL.NO	DESCRIPTION	UNIT RATE (LUMPSUM IN RS.) OR (IN PERCENTAGE)	REMARK
	1	2	3
1	MODEL QUOTED		
2	WHETHER BASIC UNIT EX-WORKS PRICE QUOTED IN BID PART-II	YES / NO	
3	WHETHER PKG. AND FORWARDING CHARGES QUOTED IN BID PART-II	YES / NO	
4	RATE OF EXCISE DUTY+ CESS .	% OF	
5	RATE OF CST WITHOUT FORM C	% OF	
6	RATE OF VAT	% OF	
7	WHETHER FREIGHT CHARGES QUOTED IN BID PART-II	YES / NO	
8	WHETHER TRANSIT INSURANCE CHARGES QUOTED IN BID PART-II	YES / NO	
9	OTHER LEVIES, IF ANY SUCH AS ENTRY TAX		
10	VALIDITY OF OFFER	60 DAYS	
11	DELIVERY PERIOD	AS PER TENDER	
12	PAYMENT TERMS	AS PER TENDER	
13	SUBMISSION OF MFG.TEST CERTIFICATE IS ANY	WITH SUPPLY	
14	GUARANTEE	WITH SUPPLY	
15	INSPECTION	AS PER TENDER	
16	OTHERS		

NOTE:

- Offers should preferably be submitted as per the terms & conditions of the NIT and should be indicated "As per NIT". However, in case of any deviation, the same should be specifically furnished by the bidders.
- Bidders are required to quote all the applicable charges **OR** clearly mention **N.A.** against items which are not applicable.
- For the **charges quoted in percentage**, bidders must **specify the price component** on which it is chargeable.
- Price basis should be indicated clearly, e.g. 'F.O.R. Destination', 'Ex-Works' etc.
- Bidder must clearly state in case CENVAT credit is available. The amount of CENVAT Credit available to BHEL will be considered in bid evaluation to be indicated at Row 10.
- Bidder to submit ' NO DEVIATION CERTIFICATE' to BHEL Tender Terms and Conditions.**

Signature of bidder with seal of the company

**PRICE SCHEDULE FORMAT 'A'**

ENQ.NO: BHEL- PSNR/SCP/VKS/E-2290 Dt:05.03.2012

**TO BE FILLED BY THE BIDDER AND
ENCLOSED AS PRICE BID PART II**

NAME OF BIDDER:

DUE DATE: 19.03.2012

Sl.No	DESCRIPTION	QTY. (UNIT)	UNIT RATE/ PERCENTAGE	TOTAL AMOUNT	REMARKS
	1	2	3	4	5
1.	MODEL QUOTED				
2.	BASIC EX- WORKS PRICE				
3.	PACKING & FORWARDING CHARGES				
4.	EXCISE DUTY + CESS/CUSTOM DUTY+PORT HANDLING CHAARGES				
5.	CST WITHOUT FORM C				
6.	VAT				
7.	FREIGHT CHARGES				
8.	TRANSIT INSURANCE CHARGES				
9	OTHER LEVIES, IF ANY SUCH AS ENTRY TAX			SHALL BE AS PER ACTUALS	
10.	OTHER CHARGES (NOT SPECIFIED ABOVE)				
11	TOTAL ORDER VALUE				
12.	CENVAT CREDIT BENEFIT AGAINST E.D/CD AVAILABLE TO BHEL				
13.	TOTAL F.O.R DESTINATION COST TO BHEL (AFTER TAKING CENVAT BENEFIT IN TO CONSIDERATIO				

NOTE:

- Bidders are required to quote all the applicable charges **OR** clearly mention **N.A.** against points which are not applicable.
- For the **charges quoted in percentage**, bidders must **specify the price component** on which it is chargeable.
- CENVAT/MODVAT credit: The quotation must indicate Tariff item number and rate of Excise Duty applicable and CENVAT CREDIT available to BHEL. In such case, party should raise Cenvatable Invoice as per Excise Laws/Rules. The amount of CENVAT benefit available to BHEL will be considered while evaluating the bids.**
- The rates shall be entered in figures as well as in words. In case of difference in rates between words and figures or the calculations the lesser of the two will be treated as a valid rate.**

Signature of Bidder with seal

GENERAL TERMS & CONDITIONS

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent NATIONAL / INTERNATIONAL standard specification.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per **clause 7 of "SPECIAL TERMS AND CONDITIONS" (enclosed)**.
5. All payments are made through RTGS/EFT, Supplier to provide the bank detail for electronic funds transfer. **No advance shall be paid.**
6. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
7. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier. However any changes / variations in govt. levies within the contractual delivery period shall be to BHEL account.
8. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
9. Supply against orders will be subject to the General Conditions of purchase prevailing in **Bharat Heavy Electricals Limited**.
9. Where Sales Tax is payable extra it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer.
10. **DELIVERY:-** The seller shall deliver the stores in accordance with the conditions of the purchase order at the time and at the place and in the manner specified there. The time for and date of delivery of the stores shall be of the essence of the purchase order. The risk in the stores shall not pass to the purchaser unless and until the stores have been duly accepted by the purchaser at the destination. For purpose of completion of Delivery, the date of RR/ LR/ BL/ AWB shall be considered from the zero date or start of delivery period mentioned in P.O.
11. **Liquidated Damages:** It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½% (half percent) of the value of goods in arrears per week subject to a maximum of 10% (ten percent) of the contract value excluding taxes ,duties, freight, insurance and other Govt. levies. shall be levied at the discretion of the

- purchaser, without prejudice to any other relief or compensation due to the purchaser under any other condition to the contract.
12. **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 the seller either the whole or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 10 above.
13. **Inspection:** All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment. The Tenderers shall also offer load test/over load test of the crane at manufacturers works in presence of engineers from BHEL. Load test shall also be carried out with available load at site as per load chart of the crane.
14. **Guarantee :-** Goods will be guaranteed by the renderer against any manufacturing defect, bad workmanship, bad material used etc., for a period of 12 months from the date of commissioning at site or 18 months from date of supply which ever is earlier. Any material found defective or fails within the guarantee period due to any of the above reasons within this period will have to be replaced by the supplier free of cost, and any other charges including to and fro transportation charges etc. will also be borne by him.
15. **Insurance:** - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks .
- In all other cases, supplier must furnish particulars of dispatch i.e. station of dispatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.
- Note : However, the supplier shall still remain responsible for defective parts or short supply and defective packing.**
16. **Metric System:-** Suppliers are requested to give metric measurements while quoting.
17. **Arbitration :** All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 the place of Arbitration shall be New Delhi (India).
18. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

NON DISCLOSURE AGREEMENT
Memorandum of understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s _____, providing _____ services to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR :

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

M/s BHEL-PSNR

M/S -----

MGR/PUR

FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA

(To be given in letterhead)

Beneficiary Name :

Bank Name & Branch :

MICR Code (9 Digit) :

IFSC CODE (For NEFT) :

Beneficiary Account No. :

Beneficiary E-mail ID :
(for payment confirmation)