



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, प्लॉट 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 : 0120-2515476 / 2515464 / 2515479, Fax 0120-2515464 / 2515476

E mail: vks@bhelspnr.co.in, sku@bhelspnr.co.in

ENQ. NO.: E-1344/PSNR/SCP/VKS:

DUE ON: 03.03.2007 at 15.30 hours

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 on or before due date. It should be clearly noted that this is only an invitation to quote and not an order.

S.NO.	STORES DESCRIPTION	QTY.	DELIVERY REQD. TIME & PLACE
1.	PNEUMATIC BOILER TUBE EXPANDING MACHINE FOR TUBE SIZE 51 X 5 MM, THINNING 8% TO 20%, ROLL LENGTH AROUND 60 MM, WITH ACCESSORIES & TECHNICAL SPECIFICATIONS AS PER ENCLOSED ANNEXURE.	1(ONE)	IMMEDIATELY AT BHEL NOIDA Power Sector-Northern Region, Plot no.25, Sector 16-A PB NO. 55, NOIDA.201301

NOTE:

1. 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.**

Envelops 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.

For and on behalf of BHEL

AGM/SCP



TO BE FILLED BY THE BIDDER AND ENCLOSED WITH THE OFFER FOR PART I

ENQ.NO. : E-1344/PSNR/SCP/VKS ENQ. DATE:17.02.2007

DUE DATE : 03.03.2007

NAME OF BIDDER:-

SN	DESCRIPTION OF ITEM WITH UNIT AND QTY	UNIT RATE (RS.) / %age	AMOUNT (RS)	REMARKS
1	2	3	4	5
2	PRICE BASIS - (ON F.O.R. DESTINATION BASIS)	Only to be quoted in price bid Part-II		
3	PKG. AND FORWARDING CHARGES			
4	EXCISE DUTY+ CESS		-	
5	CST AGAINST FORM C			
6	CST WITHOUT FORM C			
7	VAT			
8	FREIGHT			
9	INSURANCE			
10	OCTROI			
11	OTHER LEVIES -PLEASE SPECIFY			
12	DISCOUNT IF ANY (IN CASE OF %, SPECIFY CLEARLY ON WHICH ELEMENT IT IS APPLICABLE)			
13	VALIDITY OF OFFER			
14	DELIVERY PERIOD			
15	PAYMENT TERMS			
16	SUBMISSION OF TEST CERTIFICATE			
17	SUBMISSION OF WARRANTY /GUARANTEE CERTIFICATE			
18	INSPECTION (AT WORKS / DESTINATION)			
19	OTHERS			

NOTES:-

1. Offers should preferably be submitted as per the terms & conditions of the NIT and should be indicated as "As per NIT" in your rates column. However, in case of any deviation, the same should be specifically furnished against above column by the bidder.
2. The bidders should clearly mention whether or not the charges against all above columns are included in their quoted prices. If not, then the bidder must specify charges/ %age rate payable extra against those items.
3. Price basis should be indicated clearly, e.g. 'F.O.R. Destination'.



INSTRUCTIONS TO TENDERERS:

- 1. Our standard terms of payments are 90% with 100% taxes against receipt of dispatch documents & balance 10% within 30 days of acceptance of materials at destination.**
2. The prices should be net **F.O.R. destination** inclusive of risk in transit and remain valid for 60 days from the due date. Whenever the tenderers quote F.O.R. destination through Railways Station/Lorry Go-down they should indicate the approximate freight charges up to destination.
- 3. Taxes and duties where payable extra to the quoted price should be specifically stated in quotations, failing which the purchaser will not be liable for payment of the same.**
4. The payments of invoices will be sent through Registered Post in the form of cheques. Sellers may submit the Bank Name, Branch and Account no. along with the invoices so that the same may be incorporated in the cheques to avoid any misuse.
5. The prices quoted shall be firm and no revision of prices will be entertained after the quotations are opened.
6. The rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the lesser of the two will be treated as valid rate.
7. The seller shall specify manufacturer's name, trademark and patent No., if any, and furnish illustrative leaflets giving technical particulars along with the quotation.
- 8. The purchaser shall not be bound to accept the lowest or any other quotation and shall be entitled to accept or reject any quotation in part or full without assigning any reason whatsoever.**
9. Quotations received after the due date & time shall be liable to be summarily rejected.
10. Prices quoted should be as applicable to DGS&D and other Government organizations /undertakings and wherever rate contracts are available, copy of the same should be enclosed.
11. A list of parties to whom similar stores have been supplied in the past should be furnished with relevant particulars.
12. The seller shall also indicate the manufacturing, quality control and testing facilities available with him.
- 13. The seller must return a Non disclosure agreement (MOU) and format – I, duly filled along with the Techno-Commercial bid.**



TERMS & CONDITIONS GOVERNING PURCHASE OF STORES

1. The above purchase order will be governed by the terms of the Instructions to the tenderers and General Conditions of contract of Bharat Heavy Electricals Ltd. The following conditions will apply to the extent they are not modified by any of the conditions specifically agreed to in the order.
2. **PACKING :-** The seller will be responsible for the stores being sufficiently or properly packed so as to ensure their being free from any loss and or damage or arrival at destination. The seller shall further ensure protective packing of the stores suitable for tropical conditions to avoid loss damage or atmosphere effect during transit. The packing standard shall comply with relevant National Standards where available, carrier's conditions of packing or established trade practice. If any damage deterioration or loss is sustained when the carrier or underwriter attributed to improper/defective packing the seller shall be liable to replace the stores at his cost or reimburse the value of the loss to the purchaser not with standing whether the insurance is arranged by him or not. The packing materials and cases shall be supplied free of cost unless otherwise agreed.
3. **MARKING :-** The following markings shall be made by the seller in each packing in black and bold letters. B H E L, P S - N R CONSIGNOR/CONSIGNEE/PO REF/ DIMENSIONS/ WEIGHT-GROSS/NETT. The above marking should be stenciled or written in bold letters on each package. Should the packages be too small suitable cards metal tags giving these details may be tagged or nailed. Copy of packing slip should be kept in each package.
4. **INSPECTION:-** Final inspection for the stores will be carried out at the destinations/site/purchaser's works by the purchaser's authorised inspecting officer. Wherever preliminary or stage inspection is to be carried out at the seller's works the same is subject to final acceptance/after receipt of the stores at the destination site, purchaser's works as the case may be and the decision of the purchaser shall be final.
5. **REJECTION:-** The seller shall intimate the purchaser in writing, within 15 days after the receipt of rejection advice regarding disposal of the rejected stores. If no advice is received within aforesaid period the purchaser shall be at liberty to return the stores at the cost and risk of the seller after recovering the cost, if any paid by the purchaser including inward freight and other incidental charges. The purchaser will not be responsible for rejected stores thereafter and no claim whatsoever will rest on the purchaser.
6. **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.
7. **TEST CERTIFICATE:-** The seller shall carry out all routine tests and such order tests as prescribed by the purchaser in his works and/or any other places as stipulated in the purchase order.. Necessary test Certificate shall be provided to the purchaser at no extra cost. The seller shall also provide at no extra cost the required number of catalogues, drawings and other manuals related to stores.
8. **GUARANTEE:-** The stores shall be guaranteed for design, material and workmanship and also for performance stipulated by the purchaser in the order or conditions. Unless specified otherwise in the purchase order, the period of guarantee shall be 12 months from the date of commissioning or 18 months from the date of despatch whichever is earlier.
- 9.0 **TERMS OF PAYMENTS:-** Unless otherwise agreed payment will normally be made within 30 day of receipt of the stores in good condition at the destination. While claiming payment the seller shall furnish to the purchaser despatch documents like Railway Receipts, Invoice etc. in such number and manner as provided in the purchase order.
- 9.1 It is expressly understood and agreed that in the event of rejection of stores for which payment has been effected, the seller also agree to bear any demurrage or other charges arising out of any delay in retiring the documents from bank due to delayed/Insufficient/incorrect information/documents through bank and pay all incidental charges thereof.
- 9.2 Any bank charges incurred by the seller in retiring the documents through bank shall be borne by the seller and the shall also agree to bear any demurrage or other charges arising out of any delay in retiring the documents from the Bank due to delayed/insufficient/incorrect information/documents furnished by him.
- 9.3 Wherever the terms of delivery are F.O.R. forwarding station the seller shall ensure that carriers do not delay despatch of the stores once the carriers receipt is obtained.
- 10 **ISURANCE :-** wherever specifically agreed to and a request thereof is made the seller will insure at the cost the stores for all transit risk including 30 days storage risk from the date of delivery of stores at the final destination in all other cases.

- 11 FAILURE AND TERMINATION:-** If the seller fails to deliver the stores or instalment thereof within the period fixed for such delivery of any time repudiates the purchase order before the expiry of such period, the purchaser may without prejudice to the right of the purchaser to recover damages for breach of the purchase order also :-
- (i) Recover from the seller as agreed liquidated damages a sum equivalent to ½% per week and part thereof to maximum 10% of the total value of the stores which the seller has failed to deliver within the period fixed for delivery in the during which delivery of such stores may be arrears where delivery thereof is accepted after expiry of the aforesaid period. Or
 - (ii) Purchase or authorise the purchase elsewhere without notice to the seller, on the account and at the risk of the seller of the stores not so deliver or other of a similar description (where stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily procurable) without cancelling the purchase order in respect of the installments not yet due for delivery, or
 - (iii) Cancel the purchase order on a portion thereof and if so desired purchase or authorise the purchase of 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. If the seller had defaulted in the performance of the original order, the purchaser shall have the right to ignore his tender for risk purchase even through the lowest where action is taken under sub clause (ii) or Sub Clause (iii) above, the seller shall be liable for any loss which the purchaser may sustain on that account provided the purchase or if there is an agreement to purchase.
- 12 INSOLVENCY AND BREACH OF CONTRACT:-** The purchaser may at any time by notice in writing summarily determine the contract without compensation to the seller in any of the following events, that is to say :-
- (i) If the seller being an individual or if a firm any partner thereof, shall at any time, be adjudged Insolvent or shall have a receiving order or order for administration. If this estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
 - (ii) If the seller being company is wound up voluntarily or by the order of a court or a receiver liquidator of a manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitle the court of debenture-holders to appoint a receiver liquidator or manager, or
 - (iii) If the seller commits any breach of purchase order not herein specifically provided for :
Provided always that such determination shall not prejudice and right of action or action or remedy which shall have occurred or shall occur to thereafter to the purchaser and provided also the seller shall be liable to the purchaser for any extra expenditure it is thereby put to and the seller shall under no circumstances be entitled to any gain on repurchase.
- 13 SUB CONTRACT :-** The purchase order or any part thereof shall not be sub-contracted, without previously obtaining the purchasers consent in writing.
- 14 METRIC SYSTEM:-** The seller shall indicate metric measurement to all documents.
- 15 INDEMNITY:-** The seller at all times Indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs of trade mark negligence, defective material or injury to seller or his agent.
- 16 DISPUTES :-** In all cases of disputes the decision of General Manager (incharge) of purchase shall be final.
- 17 JURISDICTION:-** Any court of the place from where the purchase order is issued shall alone have jurisdiction to decide any dispute arising out of in connection with the purchase order.
- 18 GENERAL :-** Save as specifically accepted by the purchase terms and conditions of the seller contained in his quotation shall not given application to the purchase order.
- 19 LST / CST / SERVICE TAX NOS.:-** LST - ND - 0091747, DT.01.04.1998, CST - ND - 5131182, DT.22.08.2003 and SERVICE TAX - 01/ BHEL/ AACB 4146 P / R-6 / N-1/ 05-06

Annexure-I

ENQ. NO.: E-1344/PSNR/SCP/VKS:

Technical Speciafication of Pneumatic, Boiler Drum Tube Expander & accessories FOR ENQUIRY NO E-1344/PSNR/SCP/VKS

- 1 Boiler Drum Tube Expander machine for tube size 51 X 5 mm ,Thinning 8 % to 20 % , Roll length around 60 mm with suitable mandrel / chuck and tools for (a) Expansion (b) Flairing (c) cutting along with accessories like pneumatic hose pipe 20 meters with filters/dryers .
- 2 Pneumatic Torque controlled tube expanding motor should have following specification,Free speed 80-110rpm,Torque range 175-500Nm,Weight 6.0-7.0 Kg.

Following connected items to be supplied along with the Expender

- 1 Should have emergency spares for 3 years
- 2 Measuring instrument to be supplied along with tube expader.Digital in side micrometer suitable for 35mm - 55mm & out side micrometer suitable for 45mm-65mm preferably mitutoya make
- 3 Carrying case for the tube expander,accessories and the mesuring instruments

Other Informations & Requirements

- 1 **Instruction Manual**
- 2 **Gurantee/Warrenty certificate .**
- 3 **Caliberation Certificate for measuring instruments with one year validity & its traciability.**
- 4 **List of customers using quoted tube expender**
- 5 **Service Center information preferably in Delhi/Noida**
- 6

Vender to intimate along with technical offer about the weight and physical size(L,B& H) & other technical information .

- 7 **Carrying case for tube expander & other accessories**

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 -----