



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

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northren Region,**  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA  
Phone: 0091- 0120-2515476 / 2515464 / 2515479  
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### TENDER NOTICE

SEALED TENDERS ARE INVITED FROM REPUTED PARTIES FOR SUPPLY OF UNDER NOTED STORES AS PER SPECIFICATION INDICATED, FOR BHEL SITE OFFICES LOCATED AT NTPC DADRI AND HARDUAGANJ THERMAL POWER STATIONS IN U.P.: -

ENQUIRY NO.	STORES DESCRIPTION	QUANTITY (IN NOS.)	LAST DATE OF TENDER SUBMISSION	DATE OF TENDER OPENING
<a href="#">BHEL/PSNR/ SCP/ OPR/ E-1444</a>	PREFABRICATED PORTABLE CABINS AS PER SPECIFICATIONS AND DRAWINGS, FURNISHED IN TENDER ENQUIRY.	03 NOS.	<a href="#">08.11.2007 15:00 Hrs.</a>	<a href="#">08.11.2007 15:30 Hrs.</a>

### NOTES

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at [www.bhel.com](http://www.bhel.com) for details of NIT.

**DGM/SCP**



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Phone: 0091-0120-2515456 / 2515464 / 2515479  
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**Email: opr@bhelsnr.co.in**

**TENDER ENQUIRY NO. BHEL/PSNR/ SCP/ OPR/ E-1444**  
**DUE ON: 08.11.2007**

SEALED TENDERS ARE INVITED FROM REPUTED PARTIES FOR SUPPLY OF UNDER NOTED STORES AS PER SPECIFICATION INDICATED, FOR BHEL SITE OFFICES LOCATED AT NTPC DADRI AND HARDUAGANJ THERMAL POWER STATIONS IN U.P.: -

STORES DESCRIPTION	QUANTITY (IN NOS.)	DELIVERY REQUIREMENT TIME & PLACE
<b><u>PREFABRICATED PORTABLE CABINS:</u></b>		<b>DELIVERY: WITHIN FOUR WEEKS</b>
1. AS PER DETAILED SPECIFICATIONS ATTACHED AS ANNEXURE-I AND DRAWING (PSNR/BUNK HOUSE/0002).	02	BHEL SITE OFFICE HARDUAGANJ THERMAL POWER STATION, KASIMPUR (U.P.) 202127
2. AS PER DETAILED SPECIFICATIONS ATTACHED AS ANNEXURE-II AND DRAWING (PSNR/BUNK HOUSE/0003).	01	BHEL SITE OFFICE NTPC DADRI THERMAL POWER STATION, DIST. GAUTAM BUDH NAGAR (U.P.)

**NOTE:**

- I. MANUFACTURING TEST AND WARRANTY CERTIFICATES SHALL BE SUBMITTED ALONG WITH THE SUPPLIES.
- II. INSPECTION SHALL BE CARRIED OUT BY BHEL AT SUPPLIER'S WORKS BEFORE DISPATCH.
- III. RATES QUOTED SHOULD BE ON F.O.R. DESTINATION BASIS.

1. Tender document comprise of following:

- a) Tender Enquiry
- b) Techno-Commercial Format 1
- c) Price Schedule Format A
- d) Instruction to Tenderers
- e) Non-Disclosure Agreement Format
- f) Terms & Conditions Governing Purchase of Stores

2. Tenders are to be submitted in **two parts in separate sealed covers, prominently subscribed as "Part I Techno-Commercial Bid" and "Part II Price Bid"**.

- **Part I: Techno-Commercial Bid** shall contain technical details along with commercial offer as **per Format I, without Prices, duly filled, signed & stamped.**
- **Part II: Price Bid** shall contain **Prices as per Format A, duly filled, signed & stamped.**

**Both Part-I & Part-II should be individually sealed & super scribed as indicated above & shall be enclosed in a third envelope duly sealed & super scribed as:**

ENQUIRY FOR (DISCRIPTION OF STORES) ENQUIRY NO. \_\_\_\_\_ DUE ON \_\_\_\_\_

3. Tender documents with complete details are hosted on this web page. Bidder(s) intending to participate may download the tender document from the **web site** ([www.bhel.com](http://www.bhel.com)).
4. Bidder(s) may also collect hard copy of tender document from this office. Tender document (non transferable) will be issued **free of cost up to 07.11.2007**, on all working days between 09:30 Hrs. to 12:30 Hrs. Tender No. and Works/Stores description should be clearly indicated for issue of tender document.
5. Tender must be submitted to the office of undersigned **latest by 15:00 Hrs. on 08.11.2007**. Technical bids **shall be opened at 15:30 Hrs. on 08.11.2007**.

Yours faithfully,  
For & On behalf of BHEL,

**(O.P.ROY)**  
**DGM/SCP**

**Encl:**

1. Format No.1
2. Format No. A
3. Instructions to Tenderers.
4. Terms & Conditions Governing Purchase of Stores.

**Files attached:**

1. Annexure-I & II
2. Drawing Nos. PSNR/BUNK HOUSE/0002 & 3



### **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 stencilled or written in bold letters on each package. Should the packages be to 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. **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. **INSURANCE:** - 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.
  - (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 instalments 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 (in charge) 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

For and on behalf of Bearcat Heavy Electricals Ltd

ENQ.NO. E-1444/PSNR/SCP/OPR

TO BE FILLED AND ENCLOSED  
WITH TECHNO-COMML. BID  
PART I

ENQ. DATE: 29.10.2007

NAME OF BIDDER:

DUE DATE: 08.11.2007

Sl.No	DESCRIPTION	UNIT RATE (LUMP SUM IN RS.) OR (IN PERCENTAGE)	REMARK
1	2	3	
1	WHETHER BASIC UNIT EX-WORKS PRICE QUOTED IN BID PART-II	YES / NO	
2	WHETHER PKG. AND FORWARDING CHARGES QUOTED IN BID PART-II	YES / NO	
3	RATE OF EXCISE DUTY+ CESS	%	
4	RATE OF CST AGAINST FORM C	%	
5	RATE OF CST WITHOUT FORM C	%	
6	RATE OF VAT	%	
7	WHETHER FREIGHT CHARGES QUOTED IN BID PART-II	YES / NO	
8	WHETHER INSURANCE CHARGES QUOTED IN BID PART-II	YES / NO	
9	OCTROI		
10	OTHER LEVIES		
11	DISCOUNT IF ANY.		
12	VALIDITY OF OFFER		
13	DELIVERY PERIOD		
14	PAYMENT TERMS		WHETHER ACCEPTABLE AS PER TERMS OF ENQUIRY
15	SUBMISSION OF MFG.TEST CERTIFICATE		WHETHER ACCEPTABLE AS PER TERMS OF ENQUIRY
16	SUBMISSION OF WARRANTY CERTIFICATE		WHETHER ACCEPTABLE AS PER TERMS OF ENQUIRY
17	INSPECTION		WHETHER ACCEPTABLE AS PER TERMS OF ENQUIRY
18	WHETHER CENVAT CREDIT IS AVAILABLE		
18	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 against above column by the bidder.
- The bidders should clearly mention whether or not the charges against all above columns are included in their quoted prices.
- Bidders are required to quote all the applicable charges OR clearly mention **N.A.** against items which are not applicable.
- Charges **quoted in percentage** specify clearly the **price component** on which it is applicable.
- Price basis should be indicated clearly, e.g. 'F.O.R. Destination', 'Ex-Works' etc.
- Bidder must clearly specify whether CENVAT credit is available. The amount of cenvat credit available to BHEL shall be taken in to consideration in bid evaluation.**

Signature of Bidder with seal



## PRICE SCHEDULE FORMAT 'A'

ENQ.NO: E-1444/PSNR/SCP/OPR

TO BE FILLED AND  
ENCLOSED  
AS PRICE BID PART II

ENQ. DATE: 29.10.2007

NAME OF BIDDER:

DUE DATE: 08.11.2007

Sl.No.	DESCRIPTION	QTY. (UNIT)	UNIT RATE/ PERCENTAGE	TOTAL AMOUNT	REMARKS
	1	2	3	4	5
1.	BASIC EX-WORKS PRICE				
2.	PACKING & FORWARDING CHARGES				
3.	EXCISE DUTY + CESS				
4.	CST AGAINST FORM C				
5.	CST WITHOUT FORM C				
6.	VAT				
7.	FREIGHT CHARGES				
8.	INSURANCE CHARGES				
9.	OCTROI				
10.	OTHER CHARGES, IF ANY				
11.	DISCOUNT, IF ANY.				
12.	CENVAT CREDIT AVAILABLE TO BHEL				
13.	TOTAL F.O.R. DISTATION PRICE (COST TO BHEL AFTER TAKING CENVAT BENEFIT IN TO CONSIDERATION)				

## NOTE:

- Offers should preferably be submitted as per the terms & conditions of the NIT.  
Bidders must quote all the applicable charges OR mention clearly that **Not Applicable / Nil**.
- Charges **quoted in percentage** must specify clearly the **price component** on which it is applicable..
- CENVAT CREDIT: Bidders must indicate clearly Tariff item number, rate of Excise Duty applicable and CENVAT CREDIT available to BHEL. CENVAT benefit available to BHEL shall be taken into consideration in bid evaluation.**

Signature of Bidder with seal