



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: 0091-0120-2515456 / 2515464 / 2515479
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TENDER NOTICE

ENQ. NO. : BHEL- PSNR/ SCP/ VKS/ E-1893

BHEL PSNR INVITES SEALED TENDERS FROM REPUTED **MANUFACTURERS** FOR THE SUPPLY AS PER **STORES DESCRIPTION** AT VARIOUS SITE OF BHEL AS PER LIST ENCLOSED IN ANNEXURE-II OF THE TENDER.

STORES DESCRIPTION	TENTATIVE QTY.	DUE DATE AND TIME FOR TENDER SUBMISSION
SUPPLY OF PRE-FABRICATED PORTABLE CABINS AS PER SOECIFICATIONS ENCLOSED IN ANNEXURE-I ATTACHED WITH TENDER.	14 NOS FOR VARIOUS SITES OF BHEL-PSNR	17/02/2010 AT 15.00HRS

NOTES

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at www.bhel.com for details of NIT.
3. Delivery required is 15/03/2010 to 30/03/2010 as per site requirement

DY MGR/PURCHASE



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Power Sector – Northern Region,
Plot No. 25, Sector - 16A, Distt. Gautam Budh
Nagar, NOIDA – 201301 (INDIA)
Phone: 91-120-2515476 / 2515464 / 2515479
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TENDER ENQUIRY

Sealed quotations are invited IN **TWO PART BID SYSTEM** for the supply for under noted stores on terms and conditions enclosed. 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 opening of technical bids on the due date. It should be clearly noted that this is only an invitation to quote and not an order

Enquiry No.	Item Description	DELIVERY
BHEL-PSNR/SCP/VKS/E-1893	SUPPLY OF PRE-FABRICATED PORTABLE CABINS AS PER SOECIFICATIONS ENCLOSED IN ANNEXURE-I ATTACHED WITH TENDER. QTY REQD: 14 NOS FOR VARIOUS SITES	WITHIN FOUR WEEKS FROM DATE OF P.O. AT VARIOUS BHEL SITE OFFICES AS PER ANNEXURE-II:

DESTINATION FOR SUPPLY IS AS PER ANNEXURE-II:

QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-

- A. BIDS TO BE OFFERED BY MANUFACTURERS IN INDIA ONLY..
- B. BIDDERS TO SUBMIT THE LIST OF CUSTOMERS AND COPIES OF MINIMUM THREE PURCHASE ORDERS OF THE PREVIOUS SALES WITHIN LAST ONE YEAR.

1. TENDERS TO BE SUBMITTED IN TWO PARTS:

PART-I: TECHNO-COMMERCIAL BID CONTAINING TECHNICAL DETAILS ALONG WITH COMMERCIAL OFFER AS PER FORMAT-I, DULY FILLED, SIGNED & STAMPED.

PART: II: PRICE BID AS PER FORMAT 'A', DULY FILLED, SIGNED AND STAMPED.

2. BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED & SUPERSRIBED AS:

ENQUIRY FOR _____ ENQUIRY NO. _____ DUE ON _____

3. Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the **web site** (www.bhel.com).

4. Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non transferable) will be issued **free of cost up to 17.02.2010**, 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. Tenders must be submitted to the undersigned **latest by 15.00 Hrs. on 17.02.2010**. Technical bids shall **be opened at 15.30 Hrs. on 17.02.2010**
6. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
7. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
8. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
9. Purchase Preference will be given to CPSUs as per Govt. Guidelines.
10. BHEL reserve the right to have more than one supplier to meet the total delivery requirement.
11. Unloading of materials at site shall be done by BHEL.

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PREFABRICATED PORTABLE CABIN SPECIFICATIONS

1. PRINCIPAL DIMENSIONS :

Overall Length	: 6000 mm
Overall length including skid	: 6600 mm
Overall width	: 2440 mm
Overall height with skid and lifting lug	: 2890 mm

Nominal Internal Dimensions:

Length	: 5750 mm
Width	: 2190 mm
Height (clear Head Room)	: 2210 mm
Permissible Tolerance	: +/- 10 mm

1. GENERAL DESIGN AND CONSTRUCTION :

SHELL :

The shell structure shall comprise of sidewalls, end walls and self draining roof.

SKID :

The Porta cabin shall be mounted on a skid arrangement made of two built up I sections (200x100x8 mm thick) having 3 nos. cross members of formed C sections (150 x75 x 8 mm thick). At the end of skid suitable formed section made of steel conforming to IS: 2062 shall be connected. Materials of structural steel members shall conform to IS: 2062 Grade A.

BASE FRAME/ FLOOR SYSTEM:

The main structural elements of the under frame shall be 125x50 formed C section from minimum 3.15 mm thick sheets conforming to IS: 1079 Grade O/ IS: 2062 Grade A. This under frame shall support the floorboard of min. 35 mm thick MDF board (weather& borer proof) duly fixed by self-tapping screws to 16 G thick steel sheets welded to the base and steel runners. PVC Sheet tiles of 2 mm thickness of size 300x300 mm of reputed make shall be laid over the MDF board and Bitumen preservative paint is to be applied on the lower side of the board.

SIDE & END WALLS:

The sidewalls shall be made of wall posts, corrugated panels and top cant rails. The cladding panels shall be made of min. 1.6 mm thick steel sheet conforming to IS: 1079 Gr. O and be vertically corrugated by means of press forming, continuously welded to top side and base structure. The wall post shall be cold

formed Z-section made out of min. 3.15 mm thick mild steel sheets conforming to IS: 1079 Grade O. The top cant rails shall be made of formed (C) section of size of 200x50x3.15(min.) mm thick, materials conforming to IS: 1079 Grade O/ IS: 2062 Grade A.

ROOF:

Self draining roof shall be made of 1.6 mm thick steel sheets conforming to IS: 1079 Grade O adequately stiffened by roof bows of pressed channel sections of thickness 2.5/3.15 mm with same material specification. The roof shall be having a positive camber allowing water to drain away under static conditions.

2. SURFACE TREATMENT AND PAINTING:

The surface preparation of all fabricated steel components shall be done by manual grit blasting to achieve SA-2 quality finish, followed by one coat of zinc based primer and two coats of epoxy paint by air spray method. The under frame and skid shall be painted with bituminous / red lead paint of reputed make. Necessary marking/ logos shall be provided as per the instruction of BHEL

3. INSULATION:

Average 75 mm thick thermal insulation with resin bonded fiber glass wool having density of 16 kg/m3 and conforming to IS: 8183 shall be provided on the side walls, end walls and roof, with proper fixing arrangement.

4. INNER PANELLING:

The paneling of side walls and end walls shall be of min. 1 mm thick resin bonded plastic decorative laminate sheets fixed on min. 8 mm thick commercial quality plywood. The roof panels shall be min. 4 mm thick commercial quality plywood of same specification covered with min. 1 mm thick resin bonded plastic decorative laminate of same quality and design as in the case of inner panels. All wall and roof panels shall be supported by suitable M.S. Frame work.

5. DOORS:

One steel door at the main entry of the bunk house shall be provided in the desired location. The overall dimension of the main entry door shall be 1981 x 800 mm (H x W). The steel doors shall comprise of a framework of min. 3.15 mm thickness (material conforming to IS: 1079 Grade O / IS: 2062 Grade A), on which outside cladding of 2mm thick steel sheets (conforming to IS 1079 Grade O) with two vertical corrugations are fixed. The door shall have 40 mm thick resin bonded fiber glass wool insulation. The peripheral edges of the door shall be provided with rubber seal to prevent ingress of water and dust. The door panel shall be outward opening type with single leaf closing panel. The door shall be provided with manually operating type locking arrangements from both internal and external side. The door shall be provided with steel rain-shed made from 2 mm thick sheet (IS: 1079 Gr. O) from outside.

6. WINDOWS:

The windows shall be provided in the desired location. The windows shall be horizontal sliding type having overall dimensions 585x800 mm (H x W). The windows shall be decorated by anodized aluminum extruded section fitted with sliding shutter-proof safety glass sheets of clear vision and min. 4 mm thickness. Iron grills made of 20 mm M.S. flats shall also be provided in the windows for safety purpose. Stainless Steel fly-proof mesh in suitable framework shall also be provided in the windows. The windows shall be provided with steel rain-shed made from min. 2 mm thick sheet (IS: 1079 Gr. O) from outside.

7. STEPS/STAIRS:

Fabricated steel steps of detachable type having three treads shall be provided in each bunk house for getting inside at main entry door. These shall be made of checkered plates and formed channel sections.

8. ELECTRICALS:

PVC insulated copper wire of ISI mark shall be used for the wiring. This wiring shall be done in PVC conduits. As a measure of safety, continuous copper earth wire shall be provided as necessary. For lighting circuits, 3/1.09 cable and for heavy-duty circuits, such as air conditioners, heating circuits, 7/1.22 cable shall be used. DOL switches of capacity 250V/15 Amps shall be provided for air conditioners. For connecting power supply to bunk houses, 3 pin input industrial socket of 32 Amps capacity shall be provided. Concealed type (2x36W) roof hanging fluorescent light shall be provided as per the layout arrangements. In addition, four nos. each of 15 Amps and 5 Amps 3 pin sockets shall be provided at suitable locations inside the bunk house.

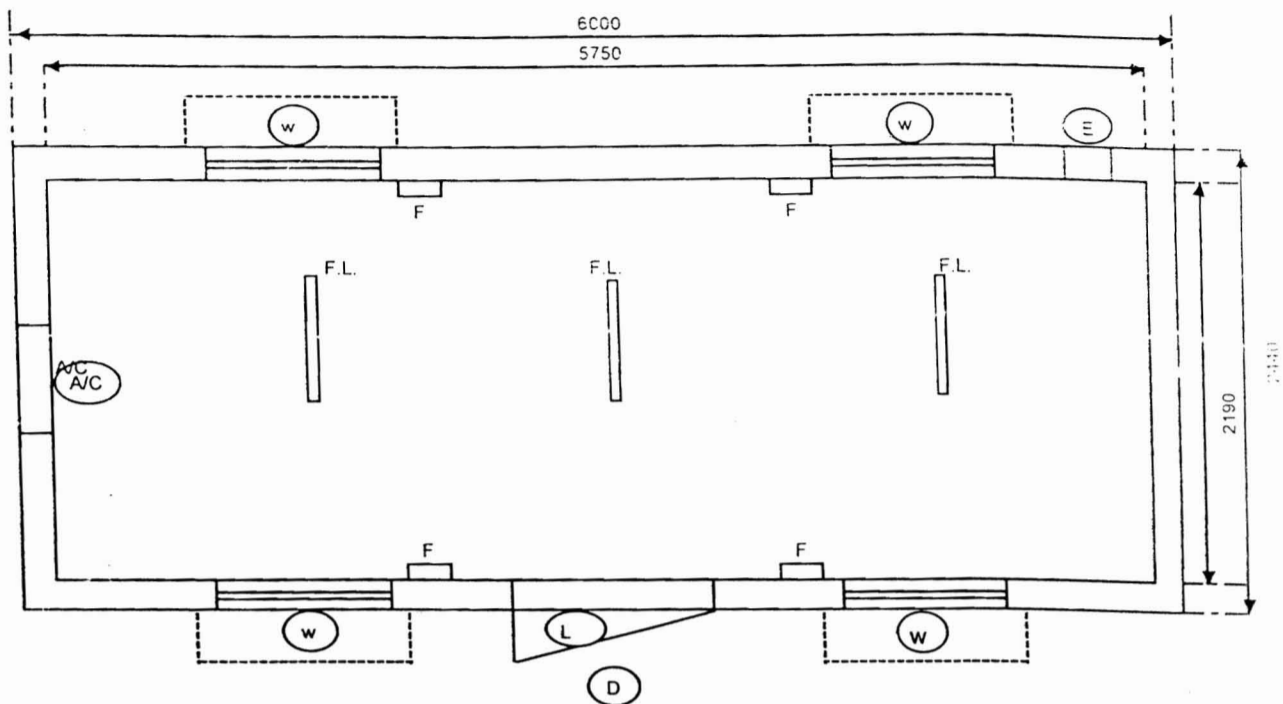
All the lamps, fans, exhaust fans, plug points etc. shall have independent slash/piano type switches of required rating inside the bunkhouse. Ceiling fans shall be of Crompton, or equivalent of reputed make. All electrical points & switches shall be of Anchor or equivalent make. Necessary circuit breakers i.e. MCB & ELCB shall be provided. Supply to refrigerator and heating unit shall be through metal clad MCB of adequate rating. Junction Box shall be provided outside on the bunk house for telephone connections with suitable connecting points inside the bunk house.

9. HANDLING AND TRANSPORTATION:

Necessary arrangement shall be provided at top four corners for safe and easy lifting and transportation of the bunkhouse.

10. TARFELTING:

The roof surface is to be painted with one coat of "Bitumen Primer" before laying Hessian based finished tar felt as per IS:1322, Type-3, Gr.-1 in two layers as basic waterproofing material. Blown Grade Bitumen 85/25 as per IS: 702 in three layers 1.5 Kg/m² are to be used as the bonding materials. Fine sand is to be finally sprinkled over the last layer of bitumen.



NOTES

1. ALL DIMENSIONS ARE IN MM UNLESS NOTED OTHERWISE.
2. ALL STEEL JOINTS SHALL BE WELDED JOINTS.
3. STEEL DOOR WILL BE OF SINGLE LEAF.
4. FLOOR WILL BE FINISHED AS PER SPECIFICATIONS.
5. FOR STRUCTURAL AND OTHER DETAIL TECHNICAL SPECIFICATION IS TO BE REFERED.

SL.NO.	NO.OFF	MARK	DESCRIPTION
1	1	D	STEEL DOOR (800 X 1981)
2	4	W	WINDOW (810 X 585)
3	1	E	EXHAUST FAN (300 MM DIA)
4	4	F	WALL MOUNTED FAN (400 MM DIA)
5	3 SET	F.L.	FLUROCENT LIGHT (1X2)
6	1	A/C	PROVISION FOR 1.5 T A/C (WINDOW TYPE)
7	1	L	DOOR WAY LAMP

BHARAT HEAVY ELECTRICALS LIMITED
DESCRIPTION : PREFABRICATED PORTABLE CABINS
DRG. NO. PSNR/BUNK HOUSE / 0002

ANNEXURE-II FOR DESTINATIONS AND THE QUANTITY REQUIRED		
SL NO	NAME AND ADDRESS OF CONSIGNEE / SITE DESTINATION	QUNTITY /NOS
1	CONSTRUCTION MANAGER BHEL SITE OFFICE RAMPUR HYDRO ELECTRIC POWER PROJECT VILLAGE- BAYAL DIST: - SHIMLA ,HIMACHAL PRADESH	06
2	CONSTRUCTION MANAGER BHEL SITE OFFICE GVK GOINDWAL THERMAL POWER PROJECT DIST: – TARAN –TARAN, AMRITSAR, PUNJAB	02
3	CONSTRUCTION MANAGER BHEL SITE OFFICE TAPOVAN VISHNUGAD HYDRO ELECTRIC POWER PROJECT ,ANIMATHGAD (HELONG),DIST:- CHAMOLI UTTARAKHAND	02
4	CONSTRUCTION MANAGER BHEL SITE OFFICE CHHABRA THERMAL POWER PROJECT,DIST- BARAN RAJASTHAN	02
5	CONSTRUCTION MANAGER BHEL SITE OFFICE SHRINAGAR HYDRO ELECTRIC PROJECT, GORSHALLI, SHRINAGAR ,UTTARAKHAND.	02
	TOTAL QUANTITY	14

INSTRUCTIONS TO BIDDERS:

1. Technical Bids will be opened on the due date and time as mentioned above, in the presence of tenderers who would like to be present.
2. The prices quoted should be for F.O.R. destination delivery, inclusive of risk in transit and remain **valid for 90 days from the due date**. Whenever the tenderers quote F.O.R. dispatching Railways Station/Lorry Godown they should indicate the approximate freight charges and the transit insurance charges up to destination.
3. Break up details of taxes, duties and other applicable charges for F.O.R. destination delivery should be furnished specifically, failing which the purchaser will not be liable for payment of the same.
4. The prices quoted shall be firm and no revision of prices will be entertained after the quotations are opened. However variations in govt levies such as taxes & duties within the contractual delivery period shall be to BHEL account.
5. The seller shall specify manufacturer's name trademark, patent No. if any and furnish illustrative leaflets giving technical particulars along with the quotation.
6. 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.
7. Quotations received after the due date & time shall be liable to be summarily rejected.
8. A list of parties to whom similar stores have been supplied in the past should be furnished with relevant particulars.
10. Tenderers should fill the format-1 for all the items except price and should attach with technical part of bid and with price in price part of bid.
11. Delivery is required within Four weeks after receipt of P.O. Bidders to indicate their best delivery within this period.
12. Bidders to understand the technical specifications and the drawing in annexure-I and submit their offer strictly to the specifications of annexure-I.
13. No deviation in technical specification shall be acceptable bidders to submit no deviation certificate. Commercial deviation if any shall be liable for loading as per BHEL rules.

Yours faithfully,
For & On behalf of BHEL,

DY MGR/SCP

Special Terms & Conditions

1. OFFERS RECEIVED FROM MANUFACTURERS / AUTHORISED DEALER ONLY SHALL BE CONSIDERED.
2. MANUFACTURER'S TEST CERTIFICATE FOR VARIOUS TESTS TO BE CONDUCTED DURING AND AFTER PRODUCTION OF THE STEEL WIRE ROPES SHALL BE FURNISHED & SHOULD BE DULY SIGNED WITH A SEAL OF THE COMPANY.
3. PRICE QUOTED SHOULD BE FOR F.O.R DESTINATION DELIVERY AT BHEL SITE OFFICES AS MENTIONED IN ANNEXURE-II.
4. PRICE QUOTED SHOULD BE INCLUSIVE OF ALL THE APPLICABLE CHARGES, TAXES AND DUTIES. HOWEVER RATES OF SALE TAX, EXCISE DUTY & OTHER STATUTORY LEVIES SHOULD BE INDICATED SEPERATELY. VARIATION IN EXCISE DUTY, SALE TAX/ VAT OR ANY OTHER STATUTORY LEVIES 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. OUR PAYMENT TERMS ARE 90% PAYMENT + 100% TAXES , DUTIES ,PACKING FORWARDING ,FREIGHT& INSURANCE ETC. ON SUBMITTING OF DESPATCH DOCUMENTS (COMMERCIAL INVOICE EXCISE INVOICE IN DUPLICATE ,COPY OF LR AND OTHER INSPECTION REPORTS ETC IF ANY) & BALANCE 10% WITHIN 30 DAYS ON SUBMISSION OF TESTS CERTIFICATES AND RECEIPT OF MATERIAL AT DESTINATION.
7. INSPECTION AND TESTING SHALL BE CARRIED OUT AS PER IS: 2266 AND TEST CERTIFICATES INCLUDING LOAD TEST CERTIFICATE FOR THE SAME SHALL BE SUBMITTED TO BHEL FOR OBTAINING CLEARANCE FOR DISPATCH. INSPECTION AND TESTING AND ITS APPROVAL SHALL BE THROUGH M/s LLOYD'S WHICH SHALL BE ARRANGED BY THE SUPPLIER WITHIN THE QUOTED RATES. THE SUPPLIER SHALL INTIMATE ABOUT THE LLOYD'S INSPECTION TESTING PROGRAMME TO BHEL IN ADVANCE . BHEL REPRESENTATIVE SHALL ALSO BE PRESENT DURING THE INSPECTION.HOWEVER IF THE MANUFACTURER'S WORKS IS APPROVED BY LLOYDS,MANUFACTURER'S TESTING REPORT SHALL BE ACCEPTABLE.
8. 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 L.D SHALL BE IMPOSED AS PER TERMS AND CONDITIONS GOVERNING PURCHASE ENCLOSED .
9. BIDDERS SHOULD FURNISH BREAKUP DETAILS OF PRICE QUOTED, SUCH AS BASIC PRICE, EXCISE DUTY, FREIGHT CHARGES, SALE TAX, / VAT AND THE OTHER APPLICABLE CHARGES.

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



ENQ.NO. BHEL-PSNR/SCP/VKS/E-1893

TO BE FILLED BY THE BIDDER AND
ENCLOSED WITH BID PART I

NAME OF BIDDER:

DUE DATE: 17.02.2010

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	% OF	
4	RATE OF CST AGAINST FORM C	% 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	WHETHER OCTROI CHARGES QUOTED IN BID PART-II	YES / NO	
10	OTHER LEVIES/ CHARGES QUOTED IN BID PART-II		
11	DISCOUNT IF ANY.		
12	VALIDITY OF OFFER		
13	DELIVERY PERIOD		
14	PAYMENT TERMS		
15	SUBMISSION OF MFG.TEST CERTIFICATE		
16	WARRANTY		
17	INSPECTION		
18	WHETHER CENVAT / MODVAT INVOICE SHALL BE PROVIDED FOR BENEFIT TO BHEL		YES / NO
19	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.
- 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.
- 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.**

Signature of Bidder with seal



PRICE SCHEDULE FORMAT 'A'

ENQ.NO: . BHEL-PSNR/SCP/VKS/E-1893

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

NAME OF BIDDER:

DUE DATE: 17.02.2010

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 CHARGES				
10.	OTHER LEVIES, IF ANY				
11.	DISCOUNT, IF ANY.				
12.	OTHER CHARGES (NOT SPECIFIED ABOVE)				
13.	CENVAT CREDIT AVAILABLE TO BHEL				
14.	TOTAL F.O.R DESTINATION COST TO BHEL (AFTER TAKING CENVAT BENEFIT IN TO CONSIDERATION)				

NOTE:

1. Bidders are required to quote all the applicable charges **OR** clearly mention **N.A.** against points which are not applicable.
2. For the **charges quoted in percentage**, bidders must **specify the price component** on which it is chargeable.
3. **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.

Signature of Bidder with seal



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. **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 seller 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. 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 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/ AAACB 4146 P / R-6 / N-1/ 05-06

For and on behalf of Bharat Heavy Electricals Ltd