



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 – Northern Region,
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar,
NOIDA – 2 01301 (INDIA)
Phone: 91-120-2515476 / 2515464 / 2515479
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TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL Power Sector Northern Region, Sector-16A, Noida (U.P)

ENQUIRY NO.	STORES DESCRIPTION	QUANTITY (IN NOS.)	LAST DATE OF TENDER SUBMISSION	DATE OF TENDER OPENING
BHEL/PSNR/SCP/OPR/E-1399	PORTABLE VHF HAND HELD SYNTHESISED TRANS-RECEIVERS (WALKI TALKI) SETS ALONG WITH ACCESSORIES AS PER SPECIFICATIONS FURNISHED IN TENDER ENQUIRY.	20	16.08.2007 15:00 Hrs.	16.08.2007 15:30 Hrs.

Note:

1. For detailed tender enquiry, please visit **BHEL web site** www.bhel.com
2. Purchase Preference will be given to CPSUs as per Indian Govt. Guidelines.

DGM/SCP



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PRE QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-

- (i) THE OFFERED MODEL SHOULD BE FROM CURRENT MANUFACTURING RANGE.
- (ii) BIDDER SHOULD HAVE SUPPLIED MINIMUM TWENTY UNITS OF THE OFFERED MODEL DURING LAST THREE YEARS TO GOVERNMENT DEPARTMENTS, PUBLIC SECTOR UNDERTAKINGS OR REPUTED CORPORATE GROUPS.

NOTE:

- (i) **Manufacturing Test certificate, Warranty Certificate and Instructions/operational Manual** shall be submitted along with supplies.
- (ii) Inspection shall be carried out by BHEL on receipt.
- (iii) All applicable charges should be quoted for F.O.R. DESTINATION delivery.
- (iv) Bidders shall submit the list of **customers** for the quoted item in Techno commercial bid.
- (v) Bidders shall furnish the list of **Service Center** preferably in **Delhi / Noida** in Techno commercial bid.

1. The Tender Documents comprise of following;

- (a) Tender Enquiry
- (b) Techno-Commercial Format -1
- (c) Price Schedule Format-'A'
- (d) Technical Specifications Annexure-I.
- (e) Instructions to Tenderers.
- (f) Non-Disclosure Agreement Format
- (e) Terms & Conditions Governing Purchase of Stores.

2. Tenders 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 no.1 without prices**.
 - **Part II: Price Bid** shall contain only **price on the prescribed format 'A'**.

Sealed envelopes containing Part I & Part II of the offers shall be enclosed in a **third envelope duly sealed & super scribed as tender for _____ (name of item) enquiry no. _____ due on _____**, and submitted to the officer inviting the tender on or before due date as indicated.

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 14.08.2007**, 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. Tenders must be submitted to the undersigned **latest by 15.00 Hrs. on 16.08.2007**. Technical bids shall **be opened at 15.30 Hrs. on 16.08.2007**

DGM/SCP



FORMAT NO.I

ENQ.NO. E-1399/PSNR/SCP/OPR

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

NAME OF BIDDER:

DUE DATE: 16.08.2007

SL.NO	DESCRIPTION	UNIT RATE (LUMPSUM 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	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 CREDIT IS AVAILABLE	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.**



PRICE SCHEDULE FORMAT 'A'

ENQ.NO: E-1399/PSNR/SCP/OPR

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

NAME OF BIDDER:

DUE DATE: 16.08.2007

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 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

TECHNICAL SPECIFICATIONS OF TRANS-RECEIVERS

PORTABLE VHF HAND HELD SYNTHESISED TRANS-RECEIVERS (WALKI TALKI) SETS AS PER DETAILS GIVEN BELOW:

1. FREQUENCY: 136-174 MHZ
2. PROGRAMABLES CHANNELS: 16
3. PROG. CHANNEL SPACING: 12.5 KHZ / 25 KHZ
4. RF POWER OUTPUT: 1-5 WATT
5. BATTERY: 1450 mAH HIGH CAPACITY NI-CD / NI-MH BATTERY
6. LCD DISPLAY.
7. VHF HELIFLEX ANTENA.
8. SIMPLEX PUSH TO TALK WITH BUILT IN SPEAKER AND TONE TAGGING.
9. SINGLE UNIT RAPID RATE BATTERY CHARGER WITH EACH SET.
10. BELT CLIP & OPERATION MANUAL WITH EACH SET.

NOTE:

Additional permission for the above sets in the existing Operating License No. L 989-13-70 shall be arranged by the supplier from the Ministry Of Communications, Government Of India, New Delhi. Charges for the same, at actual shall be reimbursed by BHEL.



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.**

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 who shall not be in the business interest of BHEL PSNR.

M/S BHEL, PSNR

M/S -----



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 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

SUB CONTRACT: - The purchase order or any part thereof shall not be sub-contracted, without previously obtaining the purchasers consent in writing.

METRIC SYSTEM: - The seller shall indicate metric measurement to all documents.

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.

DISPUTES: - In all cases of disputes the decision of General Manager (in charge) of purchase shall be final.

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.

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.

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