



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: 91-120-2416278/2416468
Fax 91-120-2416258
E-mail: vks@bhelpsnr.co.in/ rashmig@bhelpsnr.co.in

To M/s	ENQUIRY NO.	BHEL-PSNR/SCP/VKS/E-2333
	ENQ DATE	04.07.2012
	DUE DATE	18.07.2012

Dear Sir,

Kindly submit your sealed quotation by Speed Post / Registered Post / Courier / Air Mail in two part bids:

- (1) Technical cum Commercial Bid &
- (2) Price Bid

For the material indicated below confirming acceptance to the terms and conditions enclosed, so as to reach our office on or before 3.00 PM on the due date. Technical bid shall be opened on the due date at 3:30 PM. In case, bidders due to unavoidable reasons desire to send their offer by Fax or email, they are advised to intimate the undersigned whose name and mobile number are given below to enable dept. to collect the same prior to Bid opening. Please note that since the quoted prices will be in open condition, bidder shall be responsible for the same.

MATERIAL REQUIREMENT IS AS PER BELOW

SNO.	ITEM DESCRIPTION	QTY IN NO.	DELIVERY DESTINATIONS
1.	DIGITAL EARTH RESISTANCE TESTER HAVING RANGE OF 0.01 TO 2000 Ω (Ohms) All specifications shall be as per Annexure-1	02 NOS	TSX/BHEL-PSNR PLOT NO 25 ,SECTOR 16-A NOIDA-201301

The Tender Document comprise of following;

- a. TENDER NOTIFICATION
- b. ANNEXURE- 1 (TECHNICAL SPECIFICATIONS)
- c. ANNEXURE- 2 (QUALIFYING REQUIREMENTS, EVALUATION CRITERION etc.)
- d. IMPORTATNT NOTES, ANNEXURE-3
- e. SPECIAL TERMS & CONDITIONS ,ANNEXURE-4
- f. GENERAL TERMS & CONDITIONS. ANNEXURE-5
- g. RATE SCHEDULE, ANNEXURE-6 & 7.
- h. NO DEVIATION CERTIFICATE, ANNEXURE-8
- i. FORMAT FOR BANK DETAILS (ANNEXURE-9)

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ANNEXURE-1

<u>Digital Earth Tester Specifications</u>		
		<u>Offered Model Specs/Compliance</u>
<u>Display</u>	<u>LCD digital display</u>	
<u>Functions Required</u>	<u>For 2 Pole, 3 Pole, 4 Pole, Leakage Current & Ground Noise Voltage Measurement</u>	
<u>Output</u>	<u>Selectable 25 V or 50 V</u>	
<u>Resistance Range</u>	<u>0.01 - 2000 Ω</u>	
<u>Resistance Accuracy</u>	<u>2.5 % of scale</u>	
<u>Earth Voltage Range</u>	<u>0 - 100 V A.C.</u>	
<u>Earth Voltage Accuracy</u>	<u>2.5 % of scale</u>	
<u>Ground Test Lead Length (X 4) For Earth Kit/ Stake Kit</u>	<u>15 M , 10 M & 3 M</u>	
<u>Operating Temperature Range</u>	<u>-25 to 50 °C</u>	
<u>Protection</u>	<u>IP 54 rated enclosure & IEC 61557-5 compliant</u>	
<p><u>01. Documentary proof for supply of similar instrument in India to be submitted.</u></p> <p><u>02. Documentary proof for availability of spares and service facility in India</u></p> <p><u>03. Specifications of model offered to be submitted STRICTLY in the tabulated format as above against each item</u></p> <p><u>04. Calibration Certificate from NABL Accredited Lab.</u></p>		

Annexure "2"

QUALIFYING REQUIREMENT

- 1) Bidders (by self or through their dealer) must have in last two (02) years as on 31.03.2012 supplied the similar type of item (copy of P.O. to be attached with technical part of bid).
- 2) Bidder should have the established facility in India for providing the spares & services for quoted item.
- 3) Bidder should quote the item strictly in line with technical specifications as per Annexure-1 and should submit the no deviation certificate.
- 4) Bidder to quote in INR only.
- 5) In case of bid submitted by dealer authorization from original manufacturer to be enclosed with technical part.

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IMPORTANT NOTES (Annexure "3")

1. Offer shall be considered from manufacturers as well as suppliers/ stockists (Other than manufacturer authorization certificates from original manufacturer to be enclosed with technical part).
2. Suppliers, who are supplying products of other Manufacturers, shall submit all the relevant test certificates of the original manufacturer under their own certification. However final responsibility of the quality of Products shall reside with the Supplier only.
3. If any of the Bidders are registered with any BHEL Unit, kindly give the reference.
4. Tender Documents with complete details are also hosted in BHEL web page. Bidder(s) intending to participate may download the tender document from the web site.
5. Offers must be submitted to the undersigned latest by 18.07.2012 before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. (IST) on 18.07.2012.
6. BHEL reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
7. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
8. Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bids are invited for supply of **DIGITAL EARTH RESISTANCE TESTER** as per detailed specifications in Annexure-1, so as to reach us before the date of opening. The tenders (Part I only) will be opened at 3.30 PM (IST) on 18.07.2012.
9. Tender should not be addressed to any Individual's name but only by designation to Bharat Heavy Electricals Limited, Power sector northern region, plot no.25, Sector 16 A, Noida-201301.

10. TENDERS TO BE SUBMITTED IN TWO PARTS:

PART: I: TECHNO-COMMERCIAL BID. IT SHOULD INCLUDE FOLLOWING:

- i) Documentary evidence of manufactured/ supply of said material.
- ii) Catalog with details and the compliance to technical specification.
- iii) Acceptance to commercial terms and conditions. (By submitting all pages of tender document duly signed and stamped as a proof of acceptance)
- iv) Normally no deviations are allowed (techno-Commercial). However, if there are any deviations, the same should be clearly specified. Deviation, if any, shall lead to rejection of offer for which BHEL's decision shall be final and binding.

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- v) Bidders shall submit their offer **in INR only**, the same to be indicated in their offer (Part-I).
- vi) Commercial : This part shall include / indicate the following:
 - (a) Station of dispatch**
 - (b) Taxes & duties applicable.**
 - (c) Delivery Schedule**
- vii) A copy of "Un-Priced Part II" i.e. a copy of the Price Bid without the price details to be enclosed, clearly mentioning that whether **QUOTED** or **NOT APPLICABLE** against respective columns. (No hidden charges shall be accepted).

PART: II: PRICE BID AS PER FORMAT '6 & 7' MUST BE DULY FILLED, SIGNED AND STAMPED. IT SHOULD INCLUDE FOLLOWING:

- i) Offered price (as per rate Schedule format enclosed).
- ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

11. Following should be super scribed on the envelopes of the two parts of the Bid.

Part I: Techno-Commercial Bid:-

Tender for: _____

Tender No. _____ Due on: _____

Part II: PRICE BID:

Tender for: _____

Tender No. _____

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

Tender for: _____

Tender No. _____ Due on: _____

Containing Part I and Part II of the offer.

The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.

13. Bidders to sign and submit all pages of enquiry as a proof of acceptance.

14. LANGUAGE & CORRECTIONS

- a) The Tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. Erasures and over-writings are not permitted and may render such tenders liable for rejection.
- c) Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d) All cancellations and insertions shall be duly attested by the tenderer.
- e) All columns for price format shall be filled. If not applicable, please write "NA"

15. TENDER EVALUATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

16. PRICE DISCREPANCY

Total/Gross total of prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the arithmetical errors will be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- b) If there is a discrepancy between words and figures, the amount in words shall prevail.
- c) In case of any other discrepancy, the decision of the purchaser will be final.

17. The offers of Bidders who are in banned List and also the offers of Bidders, who engage in services of banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

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SPECIAL TERMS AND CONDITIONS (Annexure "4")

1. Price in INR should be quoted for F.O.R destination delivery at BHEL office as mentioned on the 1st page of tender.

TAXES AND DUTIES

2. 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 separately. Variation in Excise Duty, Sales Tax/ Vat or any other statutory levies during contractual delivery period shall be to BHEL's account. BHEL shall issue ROAD PERMITS, wherever applicable, to the supplier. Any other govt. levies shall be as per actuals and reimbursed by BHEL on submission of relevant documentary proof by supplier.
3. Excise duty actually incurred by seller/contractor on items against the dispatch made from factory/works constituting a sale under the order, alone shall be reimbursed at actuals against requisite documentary evidence. The invoice cum excise duty gate pass (excise invoice) should contain the name of ultimate consignee as specified in the order. No excise duty shall be payable by purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than seller or contractor's factory/works.
4. Quoted rates shall remain firm except for variation in Duties / Taxes as mentioned at serial no. 3 above.

INSPECTION AND TESTING:

5. **Inspection, Testing at manufacturer's works:** BHEL may inspect the material at vendor's premises before dispatch (All expenses of inspection authority Travelling / Boarding and Lodging) shall be to BHEL account. However final inspection will be done at site. Supplier has to send a copy of test certificate (Calibration Certificate as per Technical Specifications within the quoted rates) and needs to obtain "DISPATCH CLEARANCE" from BHEL before dispatch of material. Supplier has to intimate (at least 10 days in prior and in writing) for inspection of above material at their works. However if there is any delay in inspection by BHEL, the same will be on BHEL's account..
6. The material being offered should be strictly as per the relevant codes.

DELIVERY TERMS:

7. Tender Delivery is 08-10 weeks from date of P.O. However bidders to quote best possible delivery.

Note: Date of dispatch of material shall be considered as date of delivery. Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Materials to reach at destination within reasonable time say 10 days.

VALIDITY

8. Offers should be valid for a **period of 60 days from the** date of Techno-Commercial bid (Part-I) opening.

PAYMENT TERMS:

9. Payment Terms: Tenderer shall adhere to the following payment terms :-

100 % payment of basic price + 100% TAXES, DUTIES, P&F, FREIGHT & INSURANCE within 30 days of receipt and successful Testing / Commissioning of material at destination.

The set of documents required for 100% payment shall be as follows

- Original Tax Invoices.
- Excisable invoice if applicable
- Copy of LR.
- Inspection and Test Certificate. Copy of "Dispatch clearance" certificate issued by BHEL.

NOTES:-

- a. **Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.**
- b. **No advance shall be paid.**

Loading Criterion for evaluation of bids: In case the bidder deviates from standard terms and conditions of tender, following loading shall be applicable to make all the bidders at par:

- a. Payment as per NIT : No loading
- b. Payment through Bank against dispatches: As per BHEL policy/ practice which shall be intimated to bidders having deviation in payment terms before price bid opening.

10. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the later shall prevail.

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GENERAL TERMS & CONDITIONS (ANNEXURE-5)

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 INTERNATIONAL standard specification as per technical specifications of tender.
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 9 of "SPECIAL TERMS AND CONDITIONS".
All payments shall be done through Electronic Funds Transfer supplier shall submit bank details with bill invoices .In case of payment through, Bank all incidental charges will be to the Beneficiary's account.
5. 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.
6. 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.
7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
8. 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.
9. **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 order value (on base price of material only), will 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.
10. **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.
11. **GUARANTEE/WARRANTY:** - The stores shall be guaranteed for design, material and workmanship and also for performance stipulated by the purchaser in the order or conditions.

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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.

12. **PACKING AND MARKING:** The supplier shall arrange for secure protective packing of the goods suitable for tropical conditions to avoid loss, damage, atmospheric action during handling and transit. The packing standards will comply with relevant national standard/carrier's conditions of packing or established practice. If any damage is sustained and the carrier or underwriter attributes it to improper packing, the seller shall be liable to replace the material or reimburse the value of the loss notwithstanding any transit insurance arranged by him or not. The following marking shall be made on each package in black bold letters. NAME & ADDRESS, CONSIGNEE, DIMENSION OF PACKAGE, WEIGHT DETAILS: GROSS, TARE & NETT these markings should be stenciled or written in bold letters on the package. Should the package be small, suitable cards/metal tags giving these details may be tagged or nailed
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.
14. **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.
15. **Metric System:** - Suppliers are requested to give metric measurements while quoting.
16. **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 MANAGER 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).
17. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

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PRICE SCHEDULE (ANNEXURE-6)

Project: TSX, PSNR-NOIDA.

Item Description: Digital Earth Resistance Tester AS PER SPECIFICATIONS ENCLOSED WITH THE TENDER.

S.No	Description	Price (Rs.) (In figures and words)
6.0	TOTAL FIRM PRICE (Break-up to be given in Annexure- 7.0) for supply of DIGITAL EARTH RESISTANCE TESTER AS PER TENDER SPECIFICATIONS.	Rs. _____ In words _____ _____ _____

NOTES

- A / Item wise breakup of the Prices shall be given separately in the enclosed Price Schedule (item-wise break-up).
- B / **Bidder should note that total price indicated above at 6.0 shall be considered for Price Evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions agreed.**
- C / Any item not included in the price quoted above and shown separately will not be considered.
- D / In case, price indicated above at 6.0 does not match with the total of enclosed item-wise break up given at 7.7, the higher price of the two shall be considered for evaluation but in case of order, same shall be placed at the lower price.
- E/ **Evaluation at price bids shall be done on net cost to BHEL basis considered CENVAT credit benefit against Excise Duty (CENVAT shall considered in the cases when the supplier is registered with central excise office and should be able to issue the Excise Invoice in original in the name of buyer).**

SIGNATURE AND STAMP OF THE BIDDER

Annexure: 7 BREAK UP OF PRICE GIVEN IN 6.0 ABOVE

S.No.	Description	Qty.	Unit Rate	Total Amount
7.1	DIGITAL EARTH RESISTANCE TESTER	02 NOS		
7.2	PACKING and FORWARDING CHARGES, if any.			
7.3	Total lump sum towards Excise Duty (Indicate rate of excise duty) Note : Excise duty shall be paid at actuals against documentary evidence on your self-manufactured items and not on your sub-vendor items. Payment of excise duty shall be limited to the amount indicated. Kindly indicate NA against Excise duty for bought out items.			
7.4	SALES TAX WITHOUT C FORM / VAT @ _____%			
7.5	Any other govt. levies shall be as per actuals and reimbursed by BHEL on submission of relevant documentary proof by supplier.			
7.6	FREIGHT AND TRANSIT INSURANCE CHARGES (UPTO SECTOR 16-A NOIDA)			
7.7	TOTAL			

NOTES:

1. Supplier to dispatch entire material for one site in one go (preferably in a single lorry).
2. Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
3. Bidders are requested to quote for each and every item as indicated above. Please indicate NIL against items not applicable.
4. Any other charges, if not specified above, may also be indicated.
5. Incomplete offer received may not be considered.
6. In case of calculation mistake in any column, the higher value between the actual and calculated shall be taken into consideration for comparison and lower value for placement of PO.
7. **Evaluation at price bids shall be done on net cost to BHEL basis considered CENVAT credit benefit against Excise Duty (CENVAT shall considered in the cases when the supplier is registered with central excise office and should be able to issue the Excise Invoice in original in the name of buyer).**

SIGNATURE AND STAMP OF THE BIDDER

Annexure-8

CERTIFICATE OF NO DEVIATION

TENDER No. : BHEL-PSNR/SCP/VKS/E-2333

I/ WE, M/S.....

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

SIGNATURE OF THE TENDERER

SIGNATURE AND STAMP OF THE BIDDER

Annexure – 9

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)