

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 Fax 91-120-2515464 / 2515467

Email: msd@bhelpsnr.co.in / vks@bhelpsnr.co.in

TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL sites in India as follow: -

Enquiry No.	Item Description	Last Date of Tender Submission & Opening	
BHEL/PSNR/SCP/ VKS/ E-1594	60 MT ELECTRONIC PIT LESS MOBILE TYPE ROAD WEIGH BRIDGE	<mark>12.11.200</mark> 8	
	1 NO FOR ANPARA	3.30PM (IST)	

Notes:

1. For detailed tender enquiry, please visit BHEL web site www.bhel.com

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BHEL/PSNR/SCP/ VKS/ E-1594	ELECTRONIC PIT LESS MOBILE TYPE ROAD WEIGH BRIDG HAVING CAPACITY OF 60 TONES AND THE	12.11.2008
	PLAT FORM SIZE 1600 MM X 3000 MM	3.30PM (IST)
	AS PER TECHNICAL SPECIFICATION NO PE-DC-248-CFX-001 ENCLOSED IN A SEPRATE FILE WITH THIS	
	TENDER.	
	QTY REQUIRED 1 NO	

DESTINATION FOR SUPPLY IS AS FOLLOW:

1 BHEL SITE OFFICE AT ANPARA THERMAL POWER (D) PROJECT IN U.P

QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-

THE OFFERED MODEL SHOULD BE FROM CURRENT MANUFACTURING RANGE. OFFER FROM ONLY THOSE MANUFACTURERS (DIRECTLY OR THROUGH THEIR AUTHORISED DEALER) WILL BE CONSIDERED WHO HAVE BEEN MANUFACTURING SIMILAR OR HIGHER CAPACITY WEIGH BRIDGES AND SHOULD HAVE SUPPLIED AND INSTALLED MINIMUM 5 NOS OF OFFERED OR HIGHER CAPACITY WEIGH BRIDGES IN LAST 2 DOCUMENTS IN SUPPORT OF THIS i.e. COPIES OF PURCHASE ORDERS, INSTALATION AND PERFORMANCE CERTIFICATES ETC SHALL BE SUBMITTED BY BIDDERS WITH TECHNOCOMMERCIAL (PART-I) OFFER.

NOTES:-

- (i) The Tender Documents comprise of following;
 - (1) Tender Notification
 - (2) Tender Invitation
 - (3) Technical Specifications (In The Separate enclosure)
 - (4) Special Terms & Conditions.
 - (5) General Terms & Conditions.
 - (6) Rate Schedule

- (ii) 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.
- (iii) Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non transferable) will be issued free of cost on all working days between 09.30 Hrs. to 15.30 Hrs within the period i.e *upto* 11.11.2008. Request for issue of tender document should clearly indicate Tender No. and work.
- (iv) Tenders must be submitted to the undersigned latest by 12.11.2008 before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. (IST) on 12.11.2008.
- (v) The present destination for supply of Weigh Bridge is as per given above, However, the destination is subject to change as per deployment plan at the time of delivery
- (vi) 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.
- (vii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (viii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (ix) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

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Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply of ELECTRONIC WEIGH BRIDGE (as per detailed specifications so as to reach us before the date of opening. The tenders (Part I only) will be opened at 3.30 PM (IST) on 12.11.2008.

Tender should not be addressed to any Individual's name but only by designation to:

ADDITIONAL GENERAL MANAER/SCP BHARAT HEAVY ELECTRICALS LIMITED (A Govt. of India Undertaking)

Power Sector-Northern Region, Plot no.25, Sector 16 A PB NO. 55, NOIDA –201301 (INDIA)

The tenderers are advised to submit the bid in conformity with the following: -

- 1. Offer should be submitted in two part bid system as under;
- 1.1 Part I Techno-Commercial bid. It should include the following:
 - i) The offer is to be submitted for ELECTRONIC **PIT LESS MOBILE WEIGH BRIDGE** in line with the technical specifications no **PE-DC-248-CFX-001** attached with this tender. The bidders are required to submit offer for the scope of supply given in the tech specifications and all the requisite drawings ,documents data as mentioned in the tech specifications should be submitted as part of Technical Bid.
 - ii) Documentary evidence of **ELECTRONIC WEIGH BRIDGE** manufactured, supplied and their performance report from respective customers.
 - iii) Details of service facilities available in India for 'After Sales Service'.
 - iv) Acceptance to commercial terms and conditions.
 - (vi) Normally no deviations are allowed (Techno-Commercial). However, If there are any deviations, the same should be clearly specified.

 Deviation, if any, will be subject to suitable loading by BHEL and for which BHEL's decision shall be final and binding.
 - (vii) In case of foreign bidder offer, the Principal's technical offer only should be enclosed, and the price should be on F.O.R, in I.N.R only
 - (viii) Bidders shall submit their offer in **INR only**, the same to be indicated in their offer (Part-I).
 - (x) Commercial This part shall include / indicate the following :
 - a) Station of dispatch
 - b) Terms of payment
 - c) Taxes & duties applicable.
 - d) Delivery Schedule

- e) Offer validity
- f) A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details to be enclosed.

1.2 Part II (Price bid) :-

- i) 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.
- 2. 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:	

Both Part I and Part II should be individually sealed and super scribed as indicated above and shall be enclosed in one main envelope duly sealed and super scribed 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.
- 5 Inspection & Testing: -

Tender No.:

The supplier shall offer the **ELECTRONIC WEIGH BRIDGE** for inspection at manufacturer's works as per international norms. Inspection shall be carried out in presence of BHEL engineers or its nominated representative.

- 6. The delivery required is within THREE WEEKS from date of P.O. However, tenderers should indicate the best possible delivery period against point no.8 (h) of technical specifications.
- 7. Offers should be valid for a period of 90 days from the date of Techno-Commercial bid (Part-I) opening.
- 8. Service support of the equipment under purchase is of utmost concern. Tenderers shall elaborate on the service network and spare parts availability, which are to be ensured to maintain the equipment after initial commissioning and completion of warranty period. In case service/spare parts facilities are not available in India, tenderers shall indicate the maximum possible time in making such services available from places outside India.
- 9. The equipment being offered should be of robust design and suitable for operations in Indian climatic conditions such as saline atmosphere, ambient temperature upto 50° C. The electrical and controls should be tropicalised to withstand such climatic conditions.
- **10.** Payment Terms: Tenderer shall adhere to the following payment terms:-

- a) 90% of Ex-Works value of **ELECTRONIC WEIGH BRIDGE** and recommended spares with 100% taxes, duties, freight packing & forwarding and insurance against dispatch documents.
- b) 5% of Ex-Works value of ELECTRONIC WEIGH BRIDGE and recommended spares within 30 days after receipt and installation ,testing & commissioning and inspection & stamping of Weigh Bridge by Inspector of weight & measurements.
- C) Balance 2% of Ex-Works value of **ELECTRONIC WEIGH BRIDGE** and recommended spares shall be released on receipt of all requisite documents including drawings as 10 © of technical specifications.

The set of despatch documents for 90% payment shall be as follows

- Three Original of tax Invoices (Cenvat / Modvat Invoice)
- One original and one copy of Packing List
- Inspection and Test Certificate of the ELECTRONIC WEIGH BRIDG at Manufacturer Works, duly certified by BHEL or its Authorised Agency or its waiver.
- Warranty Certificate for the goods
- Catalogue of **ELECTRONIC WEIGH BRIDG** model supplied
- Certificate confirming, "Goods supplied are new".

NOTES:-

- (i) Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.
- (ii) No advance shall be paid.

11. Warranty: -

The ELECTRONIC WEIGH BRIDGE offered shall carry a warranty for a period of 12 months from the date of commissioning of ELECTRONIC WEIGH BRIDGE at site or 18 months from the date of dispatch.. Rectification / replacement required during the warranty period will be arranged by the supplier free of cost including to and fro transport charges and import duty/excise duty/other taxes/insurance etc payable on replacement items.

- 12. The tenderers shall also provide free visits of their service engineer from manufacturer's works / service centers for attending the faults during the warranty period.
- On acceptance of techno-commercial and price bids, BHEL reserves the right to conclude the contract either on Ex- works or FOR site basis at its sole discretion. Bidders to quote their rates on F.O.R site basis.
- 14. All sheets of the offer should be duly signed and stamped by the tenderers.
- 15. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.
- 16. All lubricants / consumables (except fuel), if required for successful commissioning of the **ELECTRONIC WEIGH BRIDGE** shall be supplied along with the **ELECTRONIC WEIGH BRIDGE** without any extra cost.

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GENERAL TERMS & CONDITIONS

- 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.
- 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 11 of "SPECIAL TERMS AND CONDITIONS" (enclosed).

No advance shall be paid.

In case of payment through LC, Bank charges other than LC opening 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. Supply against orders will be subject to the General Conditions of Contract prevailing in **Bharat Heavy Electricals Limited**.
- 9. 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.
- 10. <u>Liquidated Damages</u>: 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, 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.
- 11. **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.
- 12. <u>Inspection</u>: 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. The

tenderers shall also offer load test of **ELECTRONIC WEIGH BRIDG** at manufacturers works in presence of engineers from BHEL. Load test shall also be carried out with available load at site as per load chart of the crane.

13. <u>Insurance</u>: - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks including 120 days storage risk from the date of delivery of the goods at the final destination.

In all other cases, supplier must furnish particulars of despatch i.e. station of despatch 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 despatch 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.

- 14. Metric System:- Suppliers are requested to give metric measurements while quoting.
- 15. 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 Engineer 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 Rules of Conciliation and Arbitration of the International Chamber of Commerce, Paris. The place of Arbitration shall be New Delhi(India).
- 16. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

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ANNEXURE-II

RATE SCHEDULE

SI.No.	DESCRIPTION	PRICE IN INR
1.	TOTAL PRICE FOR SUPPLY OF ELECTRONIC PIT LESS MOBILE TYPE ROAD WEIGH BRIDG HAVING CAPACITY OF 60 TONES AND THE PLAT FORM SIZE 1600 MM X 3000 MM AS PER IS:1436 & IS: 9777 AS PER TECHNICAL SPECIFICATION no; PE-DC-248-CFX-001.	
2	PRICES OF 2 YEAR RECOMMENDED SPARES	
2.	PACKLING AND FORWARDING CHARGES	
3.	Excise duty, (CENVAT Invoice to be given to pass on the CENVAT benefit to BHEL)	
	The details to be specified by bidders.	
4	CST / VAT Bidders To Quote for both the options as per below. (i) Against Form C (ii) Without Form C	
	Inland Transportation charges from manufacturer work place to BHEL site office Anpara Thermal Power (D) in Sonbhadra Distt of U.P (For both items at SI No 1 & 2 above)	
6.	Insurance Charges for Inland Transportation from manufacturer work place to BHEL site office (For both items at SI No 1 & 2 above)	
7.	PRICE FOR SUPERVISION OF INSTALLATION & COMMISSIONING INCLUDING WEIGHT CRETIFICATION.(Service Tax if any shall be specified.)	
8	CENVAT PASSED ON TO BHEL	
	COST TO BHEL AFTER CONSIDERING CENVAT	

NOTES:

- 1. Tenders will be evaluated based on the prices quoted upto FOR Site. Bidders are requested to quote for each and every item from 1 to 8 as indicated above. Please indicate NIL against items not applicable..
- 2. Any other charges, if not specified above, may also be indicated. (Octroi/Entry Tax shall be reimbursed by BHEL on production of evidence).
- 3. Incomplete offer received may not be considered.
- 4. The Rate 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.
- 5. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.

(Signature and Seal of Bider)