



SUBMISSION OF OFFER

Dated: -

From:

M/S -----

To

**Sr. Deputy General Manager (IT)/Engineer (IT)
Bharat Heavy Electricals Limited
Power Sector- Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25. Sector-16A
NOIDA - 201301**

Subject: -Tender in response to your invitation for “purchase of 2 Nos of Electronic Corrosion Meters for Data Centers in BHEL-PEM, Noida”

Dear Sir,

We hereby submit our techno commercial offer(two bid system) in full compliance with the terms and conditions of the tender enquiry. Therefore, we offer you the most competitive rate for these services. Our offer shall remain valid for acceptance for a period of four months from due date .

Very truly yours,

(Signature of Tenderer with Rubber Stamp)

Full Name: -----

Designation: -----



TENDER DOCUMENT

FOR

“Purchase of 2 Nos of Electronic Corrosion Meters for Data Centers” in BHEL, PS-PEM, PPEI, HRDI & ESI COMPLEX, FILM CITY, PLOT NO.25, SECTOR 16A, NOIDA (U.P.) – 201301.

Tender Ref. No. : PE-PLE/74
Dated :12-10-2012

Bid submission start date :- **13.10.2012**
Last Submission date of tender enquiry :- 14:00 hrs. on **02.11.2012**
Due date for opening of bid :- 15:00 hrs. on **02.11.2012**

Contact Persons :

1. Mr. Rajiv Hajela, SDGM(IT)
E-mail : rhajela@bhelpem.co.in Tel.Phone : 0120-4368836
2. Mr. Ravi Kant Engineer(IT)
E-mail : ravikant@bhelpem.co.in Tel.Phone : 0120-4368776;9650222122

Address: Bharat Heavy Electricals Ltd.
Project Engineering Management
Information Technology Department
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201 301 (INDIA)
FAX Nos. : 4329026

Last date of Submission: 02.11.2012. Kindly note that no extension in submission date for bids will be given.



Subject: -Tender in response to your invitation for “purchase of 2 Nos of Electronic Corrosion Meters for Data Centers in BHEL-PEM, Noida”

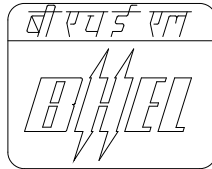
Dear Sirs,

We are pleased to invite your tenders, in sealed covers for the subject service. The details of the tender are annexed as:-

1. Annexure 1 – Technical specifications
2. Annexure 2 – Instructions to bidders, commercial terms and condition and price format
3. Annexure 3 – Technical and Financial PQR
4. Annexure 4 – No Deviation certificate
5. Annexure 5 – Declaration certificate
6. Annexure 6 – Details of party
7. Annexure 7 - Checklist

Signature and Seal of Bidder

BHARAT HEAVY ELECTRICALS LIMITED



**SCOPE & TECHNICAL SPECIFICATIONS
FOR
ELECTRONIC CORROSION METER (ECM)
SPECIFICATION NUMBER: PE888S-1201 REV.00**

**PROJECT ENGINEERING MANAGEMENT DIVISION
PPEI BUILDING, HRDI & ESI COMPLEX
PLOT NO. 25, SECTOR 16A
NOIDA – 201 301 (U.P.)**

**SCOPE & TECHNICAL SPECIFICATIONS FOR ELECTRONIC
CORROSION METER
SPECIFICATION NUMBER : PE888S-1201 REV. 00**

1. SCOPE

The scope of vendor includes:-

1. Supply and Installation of Two Nos of Electronic Corrosion Meters (ECM).
2. Supply and Installation of software for data logging.
3. Replacement/repair of ECM during the warranty/guarantee period.

2. TECHNICAL SPECIFICATION

1. The device should be capable of measuring humidity, temperature and corrosive attacks on replaceable thin-film sensors.
2. The corrosion rate should be shown that correspond to the ISA classification of environments (G1 through GX) for copper and silver.
3. Device should provide analogue and/or digital outputs of corrosion, humidity and temperature. The information may be stored on two PCs accessed through Device s/w.
4. One year warranty/guarantee should be provided.
5. Device should be powered by batteries or standard AC supply.
6. Device should have provision of storing data internally.
7. Device should provide incremental as well as cumulative corrosion data.

INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM)**, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOI DA – 201 301 (hereinafter referred to as “**Purchaser**”, which expression shall include its successors and assigns), invites offers for the requirements as detailed in the Enquiry letter and other tender documents.

2.0 TENDERER TO INFORM HIMSELF FULLY

- 2.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.
- 2.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

3.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

- 3.1 Tenders shall be accepted by the official inviting the tenders, in **two parts** as described below on or before the due date indicated in the Enquiry letter, by **2:00 p.m.**

PRICE BID:

PART-I : TECHNO-COMMERCIAL BID (TO BE SUBMITTED IN DUPLICATE)

Containing Technical offer, Technical and Commercial PQR, Commercial Terms & Conditions and Un-priced Copy of the Price Bid. The un-priced copy of the Price bid shall be the same as the Price bid but without the Prices, with all the quoted Prices/discounts/values being replaced with the word ‘QUOTED’ or ‘Q’.

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

PART-II : PRICE BID

Containing **PRICES** only (to be furnished in the enclosed Price format only). Prices shall be quoted in Indian Rupees only.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

3.2 MARKING ON ENVELOPE

Part-I and Part-II offers shall be submitted in **two separate sealed envelopes** with bidder's distinctive SEAL and each envelope super-scribed with the following :

PART-I : 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
 2. DUE DATE OF OPENING
 3. "TECHNO-COMMERCIAL BID".

PART II : 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
 2. DUE DATE OF OPENING
 3. "PRICE BID".

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered.

3.3 BID SUBMISSION

3.3.1 The tenders shall be addressed to the official inviting Tender(s) by name and designation and sent at the following address :

**Bharat Heavy Electricals Ltd.
Project Engineering Management
Information Technology Department
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201 301 (INDIA)**

**Kind Attn.:1.Mr. Rajiv Hajela, Sr. DGM (IT), 01204368836; 9650194196
 2.Mr. Ravi Kant, , Engineer (IT), 01204368776:9650222122
FAX Nos. : 4329026**

3.3.2 Tenders can also be delivered in person to the official inviting the Tenders.

3.3.3 Tenders submitted by post shall be sent by "**REGISTERED POST ACKNOWLEDGEMENT DUE**" and shall be posted with due allowance for

any postal delay. The tenders received after the **Due Date** and **Time** of opening are liable to be rejected.

3.4 BID OPENING

3.4.1 The offers may be opened on the due date and time as specified in the Enquiry Letter, in the presence of those tenderers who wish to attend.

3.4.2 Not more than two representatives will be permitted to be present for the tender opening.

4.0 Late tenders are liable to be rejected.

5.0 Incomplete offers are liable to be rejected.

6.0 VALIDITY OF OFFER

Offer shall be kept valid for four months from the due date, for Purchaser's acceptance.

7.0 No correspondence shall be entertained from the tenderers after the opening of Price bid(s).

8.0 Unsolicited tenders shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.

9.0 Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

10.0 LANGUAGE & CORRECTIONS

10.1 The tenderer shall quote the rates in English/Hindi language and international numerals only. The metric system of units shall be used, for the purpose of tender.

10.2 All entries in the tender shall either be typed or written legibly in ink. Erasement and over-writings are not permitted and may render such tenders liable for rejection. However, all cancellations, corrections and insertions shall be duly attested by the tenderer.

11.0 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

12.0 Taxes and duties payable should be indicated separately, otherwise it will be presumed that the prices quoted are inclusive of all taxes, duty, octroi etc., if any and the Purchaser in such cases shall not pay any tax, duty, octroi etc.

13.0 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

14.0 The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any other tender and reserves to itself full rights for the following without assigning any reasons, whatsoever:

- a) to reject any or all the tenders.
- b) to split up the work amongst two or more tenderers.
- c) to award the work in part.

15.0 DELIVERY/COMPLETION PERIOD

Counting of delivery/completion period shall start from the date of LOI/Order/contract communicating the acceptance of bidder's offer.

16.0 SALES CONDITIONS

With tenderer's acceptance of the terms and conditions, it will be deemed that he has waived and confirmed as cancelled any of his general sales conditions attached with the offer.

17.0 TENDER EVALUATION

17.1.1 PRICE DISCREPANCY

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

- 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.
- If there is a discrepancy between words and figures, the amount in words will prevail.
- For ordering: corrected or quoted price (whichever is lowest) shall be considered for ordering

17.1.2 If the Prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected. However, if the offer is considered, the same shall be loaded with the highest Prices/Rates available in the other bids received against the same Enquiry.

17.1.3 Though, higher warranty/configuration/rating will be acceptable, than what is required as per tender specifications, no weight age or preference will be given for the same.

17.1.4 Tenders will be evaluated taking into consideration all available financial advantages, including taxation/depreciation benefits, if any. Service tax paid by the seller/contractor to the Govt. Authorities directly shall be reimbursed at actuals only (subject to against requisite documentary evidence).

COMMERCIAL TERMS AND CONDITIONS

- 1.0 **GENERAL** : The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.
- 2.0 **BANK CHARGES** : Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.
- 3.0 **PRICES** : Prices are net F.O.R. destination inclusive of freight, handling, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the contract.
- 4.0 **QUALITY** : All Systems/goods/services supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 5.0 **CHANGE OF ORDER** : No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.
- 6.0 **PACKING AND MARKING** : Seller/Contractor shall arrange for sound packing and marking the goods to avoid any loss or damage during transit.
- 7.0 **LOCATION & CONSIGNEE** : Complete Systems/goods will be consigned to DH (PEM – IT), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the installation and commissioning activities.
- 8.0 **PAYMENT TERMS**: 100% of the payment shall be released after supply and satisfactory installation of 2 Nos of Electronic Corrosion Meter.
- 9.0 **MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer..
- 10.0 **INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.
- 11.0 **DELIVERY**
4 weeks from the date of PO.
- 12.0 **VARIATION** : The prices shall remain firm for any increase or decrease in order quantities upto plus or minus 30%. The purchaser shall have the right to increase or decrease quantities upto the above extent and

Seller/Contractor shall be bound to accept the same at the contracted prices without any escalation.

13.0 INDEMNITY:

Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims, viz.

- a) which may be made in respect of the use of System/Item(s)/services supplied/rendered by the Seller/Contractor, for infringement of any rights protected by patent, registration of designs or trademarks.
- b) any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract

In the event of any such claims being made against the purchaser, Purchaser will inform the Seller/Contractor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

14.0 CONFIDENTIALITY : Seller/Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.

15.0 LIQUIDATED DAMAGES : The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to complete the projects within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the goods. However, if accepted, liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied on the value of goods delayed limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

16.0 FORCE MAJEURE : Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

17.0 TERMINATION OF THE ORDER/CONTRACT

17.1 The purchaser reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the

Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.

17.2 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Seller/Contractor, at the risk and cost of the Seller/Contractor.

18.0 PATENTS & TRADEMARKS : Seller/Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/Software supplied by the Seller/Contractor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser, Purchaser will inform the Seller/Contractor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

19.0 SUB-CONTRACTING : Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.

20.0 SETTLEMENT OF DISPUTES

20.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.

20.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

20.3 However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

21.0 ARBITRATION

In the event of any dispute or difference arising out of the execution of the order/contract or the respective rights and liabilities of the parties, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be NCR Region, India.

- 22.0 LAWS GOVERNING THE CONTRACT:** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.
- 23.0 JURISDICTION OF COURT :** The jurisdiction to decide any disputes in the Contract shall be at Noida under any circumstances.
- 24.0 SUBMISSION OF INVOICE :** All Invoices shall be submitted along with specified documents **in triplicate** to IT Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.
- 25. ACCEPTANCE:** Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to IT DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201301, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.
- 26.0 RECOVERY OF OUTSTANDING AMOUNT :** In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.

Price Format

S.No.	Items Description	Qty	Unit Price (Rs)	Total Price (Rs)	Taxes (Specify each components/nature of taxes and duties)	Total (All Inclusive) (Rs)
1	Electronic Corrosion Meter as per technical specification (Annexure – 1)	2				

Note:- It is assumed that the one set of sensor is part of standard package. Hence, total price quoted shall be inclusive of sensors.

Grand Total (in word) (inclusive all) =



**TECHNICAL AND FINANCIAL PQR(PRE-QUALIFYING REQUIREMENT) FOR
ELECTRONIC CORROSION METER AT BHEL-PEM,NOIDA**

Questionnaire to be answered by the tenderer by ticking the suitable boxes . Wherever not applicable, please write 'Not applicable'. Additional information if any may be given as an annexure to this.

<u>TECHNICAL PQR</u>			
SI No	Description	Yes	No
1	Device should be powered by batteries or standard AC supply		
2	The device is capable of measuring humidity.		
3	The device is capable of measuring temperature.		
4	The device is capable of measuring corrosive attacks on replaceable thin-film sensors.		
5	The corrosion rate is shown that correspond to the ISA classification of environments (G1 through GX) for copper and silver.		
6	Device provides analogue and/or digital outputs of corrosion, humidity and temperature.		
7	The device output can be stored on two PCs accessed through Device s/w.		
8	One year warranty/guarantee.		
9	Device has provision of storing data internally.		
11	Device provides incremental as well as cumulative corrosion data		
<u>FINANCIAL PQR</u>			
1	Net worth of the company as per the latest accounts (audited, if applicable) should be positive. Proof for the same which should be either copy of audited financial accounts or a certificate from Chartered Accountant is enclosed.		



Annexure - 4

No Deviation Certificate

(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Or

We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.



DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. I / We have enclosed the following documents with the tender document in technical bid. :-

1. Proof that the net worth of the company as per the latest accounts (audited, if applicable) should be positive. The company needs to submit the proof which should be either copy of audited financial accounts or a certificate from Chartered Accountant.
2. Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
3. Copy of PAN card.



ANNEXURE - '6'

Details of Party

Please provide the details as required in below given table:-

S. N.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No./mobile no	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	

Signature and Seal of Bidder

Check List

Annexure - 7

S. N.	Required Document	If Submitted then Tick (√)
1	Proof that the net worth of the company as per the latest accounts (audited, if applicable) should be positive. The company needs to submit the proof which should be either copy of audited financial accounts or a certificate from Chartered Accountant.	
2	Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.	
3	Copy of sale tax registration / service tax registration.	
4	Copy of PAN card.	