



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 – 201301 (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 –PSNR HRDI COMPLEX PLOT 25 SECTOR 16A, NOIDA, U.P INDIA.: -

| Enquiry No.                      | Item Description   | Last Date of Tender Submission & Opening |
|----------------------------------|--|--|
| <b>BHEL/PSNR/SCP/VKS/ E-1351</b> | <b>PORTABLE POSITIVE METAL IDENTIFIER (PMI) WITH LCD DISPLAY FOR ANALYSIS OF ALLOY ELEMENTS IN THE METAL WITHOUT DISTRUCTION OF PARENT METAL. HAVING TECHNICAL DETAILS. AS PER ENCLOSED WITH TENDER.</b> | <b>19.03.2007</b><br>3.30PM (IST)        |

Notes:

1. For detailed tender enquiry, please visit BHEL web site [www.bhel.com](http://www.bhel.com)
2. Purchase Preference will be given to CPSUs as per Indian Govt. Guidelines.

**AGM/SCP**



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**Power Sector – Northern Region,**

**Plot No. 25 , Sector - 16A , Distt. Gautam Budh**

**Nagar, NOIDA – 2 01301 (INDIA)**

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### **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 BETTER TYPE AND SHOULD HAVE SUPPLIED MINIMUM 3 UNITS OF SIMILAR OR BETTER TYPE IN THE LAST 5 YEARS.

### **NOTES:-**

(i) The Tender Documents comprise of following;

- (1) Technical specifications.
- (2) Special Terms & Conditions.
- (3) General Terms & Conditions.
- (4) Rate Schedule (Price Bid)

(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 19.03.2007**. Request for issue of tender document should clearly indicate Tender No. and work.

- (iii) Tenders must be submitted to the undersigned **latest by 19.03.2007** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. (IST) on 19.03.2007.**
- (iv) The present destination for supply of the stores is BHEL-PSNR, PLOT 25 SECTOR 16-A NOIDA (U.P) India. However, the destination is subject to change as per deployment plan at the time of delivery
- (v) 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.
- (vi) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (vii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (viii) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

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**ANNEXURE-I****TECHNICAL SPECIFICATIONS/PARTICULARS**  
**PORTABLE METAL IDENTIFIER ( P.M.I)**

|                                       |   |
|---------------------------------------|---|
| TYPE                                  | PORTABLE AND HANDY WITH CARRYING CASE AND OPTICAL OR X-RAY EMISSION (NO ISOTOP OR RADIOACTIVE EMISSION) L.C.D.DISPLAY.  |
| WORKING                               | NO SPARK OR DESTRUCTION TO THE PARENT METAL.  |
| ELEMENTS TO BE ANALYSED               | IRON, CARBON, MANGANESE, SILICON, CHROMIUM, MOLYBDENUM, VANADIUM, NIOBIUM, ALUMINIUM, NITROGEN, NICKEL.,  |
| MODULE/PROGRAM                        | ANALYTICAL MODULE FOR Fe-MATRIX.REFERENCE CHANNEL FOR Fe& Co BASED ALLOYS. ANALYTICAL PROGRAM FOR—CARBON STEEL , CARBON MANGANESE STEEL , LOW ALLOY STEEL , HIGH STEEL , ( MARTENSITIC STAINLES STEEL) , AUSTENITIC STAINLESS STEEL , STRAIGHT CHROME STEELS , TOOLS AND DIESTEELS.                           |
| ACESSARIES                            | RECHARGABLE BATTERIES AND BATTERY CHARGER , 1 G.B MEMORY WITH U.S.B PORT DOWN LOAD SYSTEM , BATTERY BACK UP..4 HRS., PRELOADED HYSTORY FOR GRADE IDENTIFICATION OF MATERIAL GROUPING AS PER ASTM/DIN/BIS  |
| DISPLAY                               | SHOULD GIVE DIGITAL DISPLAY   |
| PAST EXPERIENCE & QUALIFICATION REQD. | 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 BETTER TYPE AND SHOULD HAVE SUPPLIED MINIMUM 3 UNITS OF SIMILAR OR BETTER TYPE IN THE LAST 5 YEARS. |
| DOCUMENTS                             | 3 SETS OF MANUALS AND GRADE IDENTIFICATION FOR ASTM/DIN/BIS ETC. AND RUNING CALIBRATION CERTIFICAT FROM NATIONAL / INTERNATIONAL LAB.   |

### **Questionnaire**

1. Make & Model.
2. Country of Origin.
3. Delivery at Destination.
4. No. of similar items sold ( with list of end users )
5. Address, name of person in India to be contacted regarding  
Performance of machine with Telephone No. & Fax No.

## **SPECIAL TERMS AND CONDITIONS**

**Sealed tenders in Duplicate in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply, of ONE NUMBER PORTABLE METAL IDENTIFIER ( P.M.I)**

**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 [19.03.2007](#).**

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) Technical specifications alongwith necessary catalogues, drawings, standard charts and technical literatures for **PMI** in line with the technical specifications enclosed with this tender.
- ii) Documentary evidence of supplies and their performance report from respective customers.
- iii) **Questionnaire duly filled.**
- iv) Details of service facilities available in India for 'After Sales Service'.
- v) Acceptance to commercial terms and conditions.
- vi) **Deviation statement** from tender conditions.

**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 the rates as per rate schedule only, 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 superscribed 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.:

**3 Both Part I and Part II should be individually sealed and superscribed as indicated above and shall be enclosed in one main envelope duly sealed and superscribed as :**

**Tender for :**

**Tender No.:**

**Due on:**

**Containing Part I and Part II of the offer.**

- 4 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,**

Insp[ection of the stores shall be done at DESTINATION in presence of BHEL engineers or its nominated representative.

6. **The delivery required is within 2-3 WEEKS from date of P.O. However, tenderers should indicate the best possible delivery period.**
7. Offers should be valid for a period of 180 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<sup>0</sup> C. The electrical and controls should be tropicalised to withstand such climatic conditions.
10. In case the equipment is offered from outside India, the tenderers shall also submit following information alongwith techno-commercial bid: -
- a) Gross / Net weight of Equipment along with accessories in Kgs.
  - b) Volume of cargo in packed condition in Cubic Meter.
  - c) Number of packages and their individual weight/volume in MKS system, alongwith tentative shipping list.
  - d) Name of the nearest load port and its distance from works.
  - e) Approx. voyage time from load port to the port in India.
  - f) Ocean freight from load port to the port in India . **To be furnished in Rate Schedule format – Annexure- II**
  - g) Name and address on whom Order is proposed to be placed .
  - h) In case of payment through Letter of Credit, names of Beneficiary and Banker.

- Notes:** (i) Letter of Credit can be opened only in the name of the original foreign supplier and it should be same on whom Purchase order is also to be issued. Indian suppliers shall not be paid through L/C.
- (ii) For evaluation of bids, since the bids are expected to be in different currencies, the exchange rate shall be considered as 'T.T. selling rate', as published in Economic Times (Delhi edition) on the date of Price bid opening. In case of Holiday, rates for previous day shall be considered.
- (iii) All LC processing charges, except opening charges with our Bankers, shall be borne by the beneficiary i.e. yourself

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

**(i) In case of supplies on import basis or by foreign suppliers.**

- a. 90% of F.O.B value against despatch documents.

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

- Three Original of tax Invoices( Invoice)
- Full set of Clean on Board Ocean Bill of Lading- In-Original
- One original and one copy of Packing List
- Certificate on Country Of Origin.
- Calibration Certificate .
- Warranty Certificate for the goods
- Catalogue of supplied model.
- Certificate confirming that "goods supplied are new".

- b. 10% of F.O.B value of equipment on successful completion of supply at destination.
- c. 100% payment of custom duty, CVD, custom clearance charges, taxes etc., as applicable, after custom clearance against submission of documentary proof.
- d. 100% freight from foreign port to Indian port and in India from port to destination, and Insurance charges, as applicable, on receipt of the total consignment at destination..

(ii) In case of supplies from within India.

- a. 90% of quoted price with 100% taxes ,duties,insurance and freight on submission of dispatch documents .
- b. Balance 10% on successful completion of supplies at destination..

**NOTES:-**

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

**12. Warranty :-**

The Model offered shall carry a warranty for a period of 12 months from the date of Installation and commissioning at site or 18 months from dt of of dispatch, whichever occurs earlier. **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.**

- 13. **No separate Indian agents commission will be payable. The bidder to confirm this specifically in their techno-commercial bid.**
- 14. On acceptance of techno-commercial and price bids, **BHEL reserves the right to conclude the contract either on FOT works / FAS load port / FOB /C&F / CIF or FOR site basis at its sole discretion.**
- 15. All sheets of the offer should be duly signed and stamped by the tenderers.
- 16. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.

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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. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
- 3. 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.
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. **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, 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 therefor. 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. **Inspection:** All goods and work are subject to our inspection 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/over load test of the crane 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. **Insurance:** - 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.**

13. **Metric System:-** Suppliers are requested to give metric measurements while quoting.
14. **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).

15. 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 |
|--------|---|-------|
| 1.     | TOTAL PRICE (EX-WORKS / F.O.B) FOR SUPPLY OF <b>1 (ONE) NUMBER OF POSITIVE METAL IDENTIFIER</b> AS PER DETAILED SPECIFICATIONS ENCLOSED WITH TENDER ENQUIRY INCLUDING ACCESSORIES. (TECHNICAL SPECIFICATIONS AS PER ANNEXURE-I OF TENDER DOCUMENT).<br>NOTE: THIS PRICE SHALL INCLUDE PACKING & FORWARDING CHARGES. |       |
| 2.     | Shipping (ocean/air) freight upto the port in India. (Please specify Port).<br>(For foreign supplier)   |       |
| 3.     | Insurance (marine) charges from manufacturing works upto Port in India.<br>(For foreign supplier)   |       |
| 4.     | Custom duty, Counter Veiling duty, custom clearance, port handling & documentation charges etc.<br><b>OR</b><br>Excise duty, CST ( <b>Form C shall be provided by BHEL</b> ) etc.<br><br>The details to be specified by bidders.  |       |
| 5.     | Inland Transportation charges from port in India / manufacturer work place (If in India) to BHEL –PSNR office at plot 25 Sector 16-A Noida (U.P), India.  |       |
| 6.     | Insurance (marine) Charges for Inland Transportation from port in India / manufacturer work place (If in India) to BHEL –PSNR office at plot 25 Sector 16-A Noida (U.P), India..  |       |

**NOTES:**

- 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 6 as indicated above. Please indicate NIL against items not applicable. Foreign bidders will indicate FOB price against item at SI.No. 1 of the above schedule.
- Any other charges, if not specified above, may also be indicated.
- Incomplete offer received may not be considered.
- 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.
- 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 Tenderer)