



Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

MATERIALS MANAGEMENT / CAPITAL EQUIPMENT

An ISO 9001
Company

ENQUIRY – Corrigendum 1

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NIT No. 14795

**Enquiry
Number:**

2621300016

**Enquiry
Date:**

02.08.2013

**Due date for submission
of quotation:**

02.09.2013

You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order

Please note that under any circumstances both **delayed offer** and **late offers** will not be considered. Hence vendors are requested to ensure that the offer is reaching physically our office before 14.00 hrs on the date of tender opening

Item Description: EOT Cranes – 10T, Quantity: 4 Nos.

Details of Corrigendum

- 1) *Erection & Commissioning period required 2 months from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.***
- 2) *The revised Check List No.TRY/IND/06/Revised applicable instead of existing Check List No. TRY/IND/06***
- 3) *Encl: Check List No.TRY/IND/06/Revised.***

All other terms and conditions and specifications as published in the NIT 14795 remain unaltered.

BHEL's General guidelines / instructions including bank guarantee formats and list of consortium banks, Commercial terms check-list can be downloaded from BHEL web site <http://www.bhel.com> or from the Government tender website <http://tenders.gov.in> (public sector units > Bharat Heavy Electricals Limited page) under Enquiry reference "2621300016".

Tenders should reach us before 14:00 hours on the due date
Tenders will be opened at 14:30 hours on the due date
Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**


Sr.Manager / MM / Capital Equipment

T. VENKATESWARAN
Senior Manager
Capital Equipment / MM
BHEL, Tiruchirappalli - 620 014.

BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI**CAPITAL EQUIPMENT /MATERIALS MANAGEMENT****CHECK LIST FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part II) or if the vendor does not confirm acceptance to the terms and conditions proposed, the offer is liable for rejection)

(TENDER WITH DIRECT PAYMENT & REQUIRING EMD, CEBG and PBG)

Description of the Equipment: EOT Cranes 10T - 4 Nos.

BHEL Tender No. & Date: 2621300016 dated 02.08.2013

PART I of Tender: EMD + Technical Bid + Unpriced Bid + this check list

PART II of Tender: Price Bid

ENQUIRY TERMS & CONDITIONS**Vendor's Confirmation****1.0 PRICE BID:**

Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part I. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.

Accepted

The bidder has to quote charges for 'Supply' and 'Erection & Commissioning' separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).

2.0 VALIDITY:

Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.

Accepted

3.0 EARNEST MONEY DEPOSIT (EMD):

In Order to ensure that the successful bidder / vendor does not refuse to execute the Order, after award of the same on him, each bidder / vendor will be required to furnish Earnest Money Deposit (EMD) along with their tender. EMD by the Tenderer will be forfeited as per Tender Documents if, after opening the tender, the Tenderer on his own makes variation in his earlier quoted rates or revokes/change any other condition of his tender within the validity period.

Accepted

EMD is to be submitted in cash (as permissible under Income Tax Act), Pay Order or Demand Draft only. DD shall be in favour of "Bharat Heavy Electricals Limited, Tiruchirapalli".

3.1 RETURNING OF EMD:

EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer.
The EMD of successful bidder shall be returned after submission of CEBG.
EMD shall not carry any interest.

Accepted

3.2 The EMD amount for this Tender will be (INR) :**2,00,000.00****4.0 RELEASE OF PURCHASE ORDER:**

Purchase Orders will be released separately for supply and service portion on the successful vendor.

Accepted

5.0 PAYMENT TERMS:**For SUPPLY P.O.:**

80% payment of Supply P.O. value shall be made within 45 days from the date of receipt of material at BHEL.

For BALANCE OF SUPPLY P.O. & SERVICE P.O.

Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and submission of Performance Bank Guarantee (PBG)

Accepted

5.1 Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:

If any Bidder requires a payment exceeding 80% of the PO value, such bidder have to submit Advance Bank Guarantee (ABG) in the prescribed Format for the amount over and above 80% but restricted to 90% of the PO value, along with the invoice / despatch documents. This ABG shall be valid up to the date of Final Minutes of Meeting for E&C for the equipment.

Accepted

Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, the following loading pattern shall be followed:

Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount & period of relaxation sought by bidder.

6.0	Value for Erection & Commissioning at BHEL:	
	Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as E&C). E&C is in the scope of supplier, and hence the E&C value should be quoted separately.	Accepted
	E&C value should be quoted separately by Bidders. Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment . The bidder, however, can choose to quote the E&C value higher than the below mentioned minimum E&C value (%) and suitably apportion the supply value.	Accepted
	COST OF ERECTION & COMMISSIONING PORTION QUOTED BY VENDOR (%) - (Should be equal to or more than 5%)	
7.0	Taxes & Duties:	
	All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which BHEL will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverambur In case taxes and duties are indicated as inclusive in the quoted prices, it will be reimbursed only upon furnishing the documentary evidence for having paid such taxes and duties. Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL..	Accepted
8.0	Delivery terms, Delivery period required and evaluation process:	
8.1	Delivery terms: FOR BHEL, Tiruchy basis only	Accepted
	Basis of Delivery Terms :	
	Price break-up details like Basic price, P&F, Taxes & Duties, Freight and Insurance etc., should be indicated in the offer.	Accepted
8.2	Delivery period: The equipment enquired forms a part of an expansion program (Scheme) and the delivery period mentioned below has been derived keeping in view of the Scheme completion date. Vendor shall comply with this required period.	
	Bidder should quote time period separately for 'Supply' and 'E&C' of equipment.	
	(a) Supply period :- For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (LWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of CEBG, drawings etc., should not be linked to the delivery period.	Accepted
	DELIVERY PERIOD (in months) REQUIRED BY BHEL (SUPPLY PORTION)	6 Months
	DELIVERY PERIOD (in months) OFFERED BY VENDOR (SUPPLY PORTION)	
	(b) E&C period :- Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.	
	E & C PERIOD (in months) REQUIRED BY BHEL.	2 Months
	E & C PERIOD (in months) OFFERED BY VENDOR	
	However, while evaluating the offers, those offers which are not conforming the requested delivery and E & C period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation purpose 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
	BHEL reserves the right to accept an offer not meeting the NIT / Enquiry delivery. However based on the scheme requirement, the Technically Suitable offerers would be requested to reduce their offered delivery schedule and in case if it is not meeting BHEL requirement or maximum limit considered by the Technical Committee, the offer may become liable for rejection.	Accepted
9.0	CONTRACT EXECUTION BANK GUARANTEE (CEBG):	

	<p>The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value (Supply + E&C) in the format enclosed within 30 days from the date of PO. If the supplier fails to submit the CEBG within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. Additionally, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers. Validity of CEBG shall be till the completion of Erection & Commissioning of equipment including job proving, performance tests etc. i.e. issue of Final Minutes of Meeting for E&C by BHEL, as prescribed in PO with additional 2 months as claim period.</p>	Accepted
	<p>CEBG shall be kept valid till the PBG becomes operational. i.e. up to 30 days after the date of Final Minutes of Meeting for E&C issued by BHEL</p>	
	<p>Validity of CEBG = Delivery period + Transit time of 1 month + E & C Period + 1 month (for arranging PBG) + 2 months for claim period</p>	
10.0	<p>PERFORMANCE BANK GUARANTEE (PBG):</p>	
	<p>The vendor shall submit a Performance Bank Guarantee (PBG) for 10% of the Purchase Order value in the format enclosed covering the agreed Guarantee period (with additional 2 months as claim period).</p>	Accepted
	<p>The Bank Guarantees (CEBG & PBG) shall be issued exactly as per the BHEL Format attached with this Tender (without any deviation) by any one of the Consortium Banks of BHEL (List Enclosed) or from a reputed Bank and confirmed by any Consortium Bank of BHEL.</p>	
	<p>All bank charges incurred on account of issuance of CEBG and PBG will have to be borne by the vendor.</p>	Accepted
	<p>1) It should be typed in the INR 100 value of stamp paper.</p>	
	<p>(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.</p>	
	<p>(3) It should be submitted with bank covering letter with sign and seal of the bank official.</p>	
	<p>Offers from vendors not accepting to submit CEBG and PBG are liable for rejection.</p>	
11.0	<p>LIQUIDATED DAMAGES (LD):</p>	
	<p>a) LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).</p>	
	<p>Maximum LD for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).</p>	
	<p>In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value (Supply + E&C) for each individual machine.</p>	
	<p>b) For the purpose of LD for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.</p>	
	<p>c) Loading on account of non-acceptance of LD for delayed Supply and/or E&C shall be as under: In case any bidder is not accepting the above LD for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.</p>	Accepted
	<p>d) Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.</p>	
	<p>For the purpose of levying LD, the date of shipment (LWB date) will be considered.</p>	
	<p>Loading Factor for non-acceptance of LD clause for delayed Supply and/or E&C: In case any bidder is not accepting the above LD clause for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.</p>	
12.0	<p>SHORT SUPPLY / WARRANTY REPLACEMENT:</p>	
	<p>In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL for such short supplies shall be borne by the supplier. Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis.</p>	Accepted
13.0	<p>RISK PURCHASE:</p>	

	<p>If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.</p> <p>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</p>	Accepted
14.0 GUARANTEE:	<p>Vendors shall provide a guarantee for 12 months from the date of commissioning of the equipment or 18 months from the date of supply, whichever is earlier. The date of LWB shall be taken as the date of supply.</p> <p>Offers from vendors not accepting to the requested guarantee period are liable for rejection.</p>	Accepted
15.0 REVERSE AUCTION (RA):	<p>BHEL reserves their right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA have been given in the 'General guidelines & instructions to bidders' enclosed as a part of NIT. Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <p>BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.</p>	Accepted
16.0 CONTACTS:		
	<p>Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned</p>	
	Name:	
	Designation:	
	Email ID:	
	Phone No.:	
	Mobile No.	
	Fax No.:	
	Address:	
	Weight & Cubage of package:	
	Approximate Net weight of the total consignment:	
	Approximate Gross weight of the total consignment:	
	Approximate volume of the total consignment:	
	<p>The vendor to provide Business Information Report (BIR) incorporating the rating of the company by international credit rating agencies, viz., DUNS number of M/s DUN & Bradstreet (D&B) etc.</p>	
	<p>We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the NIT and confirm that our offer has been made in line with the same and the confirmations given in the above checklist supercede any other standard information provided in our quotation.</p>	
	Signature with date:	(AFFIX OFFICIAL SEAL HERE)
	Name:	

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)