



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

MATERIALS MANAGEMENT / CAPITAL EQUIPMENT

ENQUIRY – Corrigendum 1

Phone: +91 431 257 7653
Fax : +91 431 252 0031
Email : skaruna@bheltry.co.in
Web : www.bhel.com

NIT No. 27434

**Enquiry
Number:**

2621600003

**Enquiry
Date:**

30.04.2016

**Due date for submission
of quotation:**

25.05.2016

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

Item Description: EOT Cranes with different capacities - 10 Nos.

Details of Corrigendum

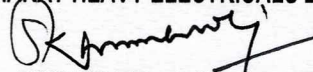
**GENERAL GUIDELINES & INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER
MM/CE / GENL/001 – EMD (9 pages)
enclosed instead of existing.**

**All other terms and conditions and specifications as published in the NIT 27434
remain unaltered.**

**Confirmation of acceptance for BHEL commercial terms & conditions and Price Bid
formats have been posted in <https://bheleps.buyjunction.in> or BHEL Corporate web site
www.bhel.com or from the Government tender website <http://tenders.gov.in> (public
sector units > Bharat Heavy Electricals Limited page) under above Enquiry reference.**

Tenders should be submitted online at our above indicated
web portal before 14:00 hours on the due date
Tenders will be opened online at 14:30 hours on the due date

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED


DGM / MM / Capital Equipment

S. KARUNANIDHY
Dy. General Manager
Capital Equipment MM
BHEL, Tiruchirappalli



An ISO 9001 Company

Bharat Heavy Electricals Limited
(High Pressure Boiler Plant)
Tiruchirappalli-620014, Tamil Nadu, India
MM/CAPITAL EQUIPMENT

MM/CE / GENL/001-EMD

GENERAL GUIDELINES & INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER

Vendors are requested to read the following points / guidelines / instructions and ensure that the offer is prepared and submitted strictly as per the requirements. Offers with insufficient details would not be considered for evaluation. The following points / guidelines / instructions are part and parcel of the tender and non-compliance will result in rejection of offer.

1.0	QUOTATIONS
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Considering the nature of procurement which requires a good amount of technical details, brochures, catalogues etc., to be submitted along with the offer as well as the confidentiality required to be maintained during the offer evaluation process, bidders are requested to submit their offers only through sealed bids. As the part II (the price bid) would not be opened before the technical evaluation is completed, bidders are requested not to submit their bids through email / fax etc.

Bidders shall submit the offer in **TWO PARTS** as indicated below which shall be sealed in one outer envelope.

Part I consists of Two inner envelopes and put in a sealed cover and super scribed as PART I - TECHNICAL AND UN-PRICED COMMERCIAL BID WITH EMD ENVELOPE INSIDE

Envelope I

This sealed envelope should be clearly marked as **Part I - EMD Amount , Tender Number** and must contain the required EMD amount as indicated in the attached Compliance Form EMD shall be payable as per the instructions, otherwise the offer will not be considered. Pay Order / Demand Draft/ Swift Copy should be accompanied by a covering letter containing the details of Enquiry No. and DD/Pay order / Swift Copy particulars. DD shall be in favour of "Bharat Heavy Electricals Limited, Tiruchirapalli".

Envelope II

This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "**Part I - Technical and Un-priced commercial bid**", indicating Enquiry No., Due Date, Address & Reference of the Bidder.

Part II

This sealed envelope should contain **price details**. This envelope should be clearly marked "**Part II - Price bid**", indicating Enquiry No., Due Date, Address & Reference of the Bidder

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing as **PART I AND PART II** indicating Enquiry No., Due Date, Address & Reference of the Bidder.

The above tender (envelope containing Part I & II) should reach this office on or before the due date by **14.00 Hrs (IST)**. Tenders received after 14.00 Hrs (IST) will not be considered for evaluation.

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

DGM / CAPITAL EQUIPMENT/ MM
1st Floor – ICT Building,
BHARAT HEAVY ELECTRICALS LIMITED
HIGH PRESSURE BOILER PLANT
TIRUCHIRAPALLI – 620 014
TAMIL NADU, INDIA

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Tenders should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in **ENGLISH** or otherwise, the tenders will not be considered for evaluation.

Offers submitted directly by the Manufacturers/Suppliers is preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Offers, if submitted by authorised agents/dealers of OEM/ Supplier should be accompanied by a VALID AUTHORISATION LETTER ISSUED BY THE OEM. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer/supplier could bid directly but not both. In case bids are received from both the manufacturer/supplier and the agent, the bid received from the agent shall be ignored.

If the past performance of a vendor in any of the previous Purchase orders/contracts/in any projects, of BHEL Units, and NON-BHEL, is not satisfactory BHEL then reserves the full right to reject such offers of those vendors straightaway irrespective of their suitability and will not be considered for further processing of the tender.

2.0	PART I (TECHNICAL & UN-PRICED COMMERCIAL BID)
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2.1	Technical
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This part shall include / indicate the following:

2.1.1	Tenders should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
2.1.2	Point by point confirmation for the Technical Specification enclosed is to be provided. If there are any deviations, the same should be clearly specified. Tenders received without confirmation to our specification will be rejected.
2.1.3	List of customers to whom same or similar equipment have been supplied along with performance certificates are to be enclosed.
2.1.4	Relevant catalogues to be attached
2.1.5	List of spares parts (with part numbers) for two years operation and maintenance

	should be attached.
2.1.6	Information on shipping weight and cubage (length, width & height) to be provided.

2.2	Un-Priced Commercial
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This part shall include / indicate the following:

2.2.1	Acceptance of commercial terms and conditions by the bidders (in the compliance form enclosed)
2.2.2	Port of shipment / Station of despatch
2.2.3	Terms of payment
2.2.4	CFR price (for foreign bidders) / F.O.R.BHEL works as required in the compliance form (attached with this Tender)
2.2.5	Taxes, Service tax & duties including cess applicable.
2.2.6	Delivery Schedule from the date of Purchase Order
2.2.7	Offer validity
2.2.8	Country of origin
2.2.9	Currency in which the price has been indicated.
2.2.10	Percentage of agency commission if any along with a copy of Agency agreement. The CFR prices quoted shall include the agency commission.
2.2.11	A copy of the Price Bid without the price details to be enclosed. (UNPRICED BID)

3.0	OPENING OF TENDERS
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PART I

a) EMD envelope would be opened on the tender opening date and if EMD is not submitted, the offer is liable to be rejected.

b) Technical & Un-priced commercial bid would be opened on the Tender opening date.

PART II – The Technical Bid received (under Part I) would be evaluated and bidders qualifying alone will be considered for further processing. BHEL would proceed with Reverse Auction route or Price Bid opening route for finalizing the tender, which would be intimated to the qualified bidders after completion of the techno-commercial evaluation.

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the Price Bid submitted, which will be decided after the techno-commercial evaluation. Information and general terms and conditions governing RA are given below.

TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ONLINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed Reverse Auction, Technically and Commercially acceptable bidders only shall be eligible to participate.

2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which

techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.

6. Bidders have to fax the Reverse Auction Process Compliance Form provided before RA along with Business Rules by the Service Provider. This Compliance Form shall be sent to the Service Provider well before the Reverse Auction in order to get the Log in ID and Password for participating in the RA. Without the submission of Reverse Auction Process Compliance Form, the bidder will not be eligible to participate in the event.

7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before Reverse Auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

4.0 DEFINITIONS & OTHER TERMS

Fixed price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price written in words shall be valid and binding.

Bid currency: Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit the bid in their home currency, which should be clearly indicated in the un-priced commercial bid as well as in the price bid.

Taxes and 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. **For BHEL Trichy Requirement:** 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.

For services rendered by the foreign vendor in India (like Erection & Commissioning supervision etc.) Income Tax (IT) shall become payable by the Foreign vendor. Hence, Foreign bidders are requested to take care of the IT payment during submission of tender.

If the foreign vendor possesses Indian PAN CARD (Permanent Account Number) Registration, the details of the same shall be furnished along with the Un-priced Bid cover (Part-II) with documentary evidences (PANCARD copy) for Income Tax purposes (concessions).

Cenvat & VAT credit: (applicable for Indian Bidders only) the quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case Excise Duty is applicable. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to BHEL.

Packing: The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal safe transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.

Salient points of HSE (Health Safety & Environment) that are to be considered while submission of offer are:

- Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals)
- Competency requirements for operation, maintenance and calibration, if any, shall be communicated
- If any hazardous chemicals as per MSIHC (Manufacturing, Storage and import of such Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided along with On site & Off site emergency plan (as applicable)
- The noise level at operator level shall be within 80 dBA

- OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.
- The machine / equipment shall be fitted with guard for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948
- The supplier shall submit the layout drawing of operating controls, displays etc. Along with operating instructions to enable ergonomics evaluation and approval.
- The recommended list of PPE (Personal Protective Equipment) for the equipment shall be furnished.
- Alarm system (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment.
- Details of all hazardous / harmful substances discharged as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV/IR (Ultra violet / infra red) radiations etc., shall be furnished along with their concentrations and their TLV, (Threshold Limit Value).
- Appropriate pollution control measures shall be proposed to keep the emissions from the machinery / processes within the prescribed limit as stated in Environment Protection Rules 1986.
- All furnaces, process units, DG sets, paint booths, shot blasting chambers, etc. shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- Wherever industry specific standards are not available for control of pollutants, general emission standards shall be used.
- Chemicals banned due to their negative impact on the environment shall not be used in the process.
- Fuels with sulphur content less than 0.05% shall be proposed.
- Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process. Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, Storage and Import of Hazardous Chemical 1989, etc. shall be followed
- Primary materials used in the equipment shall be specified and they shall be eco-friendly

Force Majeure clause:

If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

Agency agreement from foreign suppliers for their Indian agents:

Based on Ministry of Finance vide circular dated 31/01/1989 the following are compulsory:

- Registration of Indian agents of a foreign supplier.
- Precise relationship between foreign suppliers and their Indian agents and their mutual interest in the business, should be clearly spelt out.
- Any payment, which the agent receives in India or abroad, from the foreign supplier, whether as a commission or as a general retainer fee, also needs to be brought on record and made explicit so as to ensure compliance to tax laws and to prevent leakage of foreign exchange.
- All services to be rendered by the agent, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier and the Indian agent.
- The amount of agency commission agreed to between the foreign principal and the Indian agent should be specifically disclosed and the agency commission will be paid in Indian Rupees only.
- A copy of the Agency Agreement with the above details shall be provided.

Short shipment / Warrantee replacement:

In case of any short-shipment during initially supply, subsequently dispatched by the supplier or any warrantee replacement dispatched during the warrantee period shall be dispatched on “DDP – Delivered Duty Paid BHEL Stores” basis for foreign suppliers and “FOR BHEL Stores” basis for Indian suppliers.

Inspection & Testing: All goods shall be subject to inspection by BHEL or its authorized representatives at supplier’s works or at BHEL Stores. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier’s works prior to dispatch. However, final inspection and acceptance of the machine will be carried after installation of the machine at BHEL.

5.0	GENERAL
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Tenders will have to be submitted by the Original Equipment Manufacturers only and the offered equipment shall be “New”. Offers for Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for evaluation.

Evaluation of offers shall be on “Net Cash Outflow to BHEL basis”.

BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / Units.

BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.

The correspondence exchanged against the tender between the bidder and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

Any transaction / communication pertaining to the tender carried out by the bidder and BHEL round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

In case Letter of Intent (LoI) is issued through email, the computer generated time and date of mail shall be construed as the official time and date of release of LoI. In as much as this date is within the last date of validity given by the bidder the LoI is said to have been issued within the validity period and shall be binding on both the parties to the business.

Bidders participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing enquiries even if participated till the hold is officially lifted and confirmed in writing.

6.0	SPECIAL PROVISIONS APPLICABLE FOR MSE VENDORS
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In line with the Gazette Notification issued by Ministry of Micro, Small and Medium Enterprises on MSE suppliers 20% of the tendered quantity is earmarked for MSE suppliers. Out of the 20% tendered quantity earmarked for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.

In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either

1. EM II certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or
2. Valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status (MICRO or SMALL) where the deemed validity of EM II is over.

Date to be reckoned for determining the deemed validity will be the last date of technical bid submission (Part 1 in case of two part bid.)

Non submission of such documents will lead to consideration of their bid at par with other bidders and MSE status of such suppliers shall be shifted to NON MSE suppliers till the supplier submit this documents. Documents should be notarized or attested by a Gazetted officer.

Definitions of MSEs owned by SC / ST is under:

- In case of proprietorship firm, proprietor must be SC/ST.

- In case of partnership firm, the SC / ST partners must be holding at least 51% shares in the unit.
- In case of private limited companies, at least 51% share must be held by SC/ST promoters.

Authorized Offices to issue SC/ST certificate.

The caste / Tribe / Community certificate issued by the following authorities in the prescribed form for SCs / STs can be considered.

- District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1st Class stipendary magistrate / Sub Divisional Magistrate / Taulka Magistrate / Executive Magistrate / Extra Assistant Commissioner.
- Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate.
- Revenue Officer not below the rank of thasildar.
- Sub-Divisional officer of the area where the individual and / or his family normally resides.

To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

7.0	FRAUD PREVENTION POLICY:
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The Bidder along with its associate / collaborators /sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

8.0	ARBITRATION:
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All disputes between the parties to the Contract, arising out-of or relating to the Contract, other than those for which the decision of the BHEL, Trichy, or Accepting Officer 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 the sole Arbitration of Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the Contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.

Jurisdiction: In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration

Certificate by Chartered Accountant on letter head

This is to Certify that M/S.....
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:
Category: (Micro / Small)). (Copy enclosed).

Further verified from the Books at Accounts that the investment of the company as on
date.....as per MSMED Act 2006 is as follows:

1. For manufacturing Enterprises: Investment in plant and machinery (i.e. original
Cost excluding land and building and the items specified by the Ministry of Small
Scale Industries vide its notification No.S.0.1722(E) dated October 5, 2006:
Rs.....Lacs
2. For Service Enterprises: Investment equipment (original cost excluding land and
building and furniture, fittings and other items not directly related to the service
rendered or as may be notified under the MSMED Act 2006.
Rs.....Lacs

The above Investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Date

(Signature)

Name -

Membership number -

Seal of Chartered Accountant