

BHEL : PIPING CENTRE : CHENNAI – 600 017

REF: ENQUIRY NO : PC:CLH:1301 DT 15.06.2013

A) IMPORTANT INFORMATION TO BIDDERS.

1. This Tender is an Open Tender for manufacturing & supply of CONSTANT LOAD HANGERS as per BHEL's requirements . Bids are to be submitted in **TWO PARTS**.
2. The quoted price shall be "FIRM" till the complete execution of the scope.
3. All the bids and supporting documents submitted shall be in English only.
4. Last date for submission of Bid **03.07.2013 - Time - 14.30 Hours**.
5. Part 1 Bid Opening Date **03.07.2013 - Time - 14.30 Hours**.
6. Tender shall be processed through Price bid opening. However BHEL reserves the right to go for "Reverse Auction" instead of sealed tender bid which will be decided after technical cum commercial bid evaluation.
7. **Ordering will be made on competitiveness of prices quoted against each item and not as total package.**
8. Bidders shall submit the Bid (a single envelope containing two inner envelopes) in English language as indicated below:

Envelope I – "TECHNO COMMERCIAL BID": This sealed envelope should contain

- Point by point confirmation for Eligibility criteria as per Para B given below
- All technical documents supporting the Eligibility criteria.

Only the bids meeting eligibility criteria will be considered for further evaluation of technocommercial and price bids. Other bids are liable for rejection.

- Point to point acceptance to BHEL's Technical specification PC:TSP:CLH:001 Rev00 and Quality requirements QPG:CLH:01.
- Vendor's Product Catalogue , Standrad QAP and procedures for Manufacturing and testing of CLH.
- Any deviation to Technical Spec and Quality plan shall be clearly specified by the vendor under the heading "DEVIATIONS". Any undisclosed deviations will not be accepted at a later stage.
- Point by point confirmation / acceptance to our terms as per Para C , D , E and F
- Annexure A - Unpriced bid (copy of the Priced Bid without the price details) clearly indicating the items quoted in the price bid part and model nos as per vendors catalogue . Applicable taxes and duties shall also be indicated.

This envelope should be clearly marked "Part I - Technical and Un-priced commercial bid ", indicating Enquiry No., Due Date, Address & Reference of the Bidder.

Envelope II – "PRICE BID": This sealed envelope should contain price details as per **Annexure - A**. This envelope should be clearly marked "Part II - Price bid", indicating Enquiry No., Due Date, Address & Reference of the Bidder.

9. The Bid (consisting of both the envelopes mentioned above) , sealed and superscribed as "Parts I & II inside" indicating Enquiry No., Due Date, Address & Reference of the Bidder should reach the below mentioned address on or before the due date by 14:30 Hrs (IST). BIDS RECEIVED AFTER 14:30 Hrs (IST) WILL NOT BE CONSIDERED.

The above bid (a single envelope containing two inner envelopes) shall be sent in a sealed cover duly indicating

Enquiry No. & date, Tender Opening date and Item Description: "CONSTANT LOAD HANGERS".

To

SDGM / MATERIALS
BHEL - Piping Centre
Old No 93, (New No:80) G N Chetty Road
T Nagar / Chennai 600 017 . PHONE : 28161243 / 28161355

SL NO	BHEL REQUIREMENT	VENDOR CONFIRMATION
B.	<u>ELIGIBILITY CRITERIA</u>	
1	Bids from manufacturer of Constant Load Hangers (CLH) alone will be considered.	
2	Firm should have been in continuous business of manufacturing CLH for the past 3 years.	
3	Firm should have made a turnover of at least Rs. 5 crores during last year.	
4	Firms with less experience & turnover, but who are a subsidiary of leading International firm, who is regular manufacturer of CLH with the above credentials (SI No 2 & 3) , shall be deemed to have met this criteria.	
5	The Bidder should have designed, manufactured, tested and supplied the CLH to at least two Power plants . The supplied hangers shall be in successful operation for a period of not less than one year as on the date of bid opening. Minimum two installation references (generic) in power industries to be submitted alongwith the technocommercial bid. Experience details containing Customer name, size & quantity month and year of their supplies relevant to enquired size and specification (generic) shall be furnished with Customer contact details to verify the performance of the firm if required.	
6	Firm shall have valid ISO 9001 certification or equivalent.	
7	Indigenous Firms referred to BIFR or Firms having strictures/hold by any other Government agencies will not be considered (applicable for Indigenous Sources).	
8	Foreign vendors shall provide report from third party agency like D&B on Financial soundness.	
9	Fulfillment and assessment of vendors will be based on filled-in- Supplier Registration Forms (SRF) . Vendors who have not registered with BHEL Piping Centre shall send the duly filled "Supplier Registration" forms available in website http://www.bhel.com/vendor_registration/vendor.php_BIDDERS . In case the firm is already registered with any of the BHEL units , the proof for the same shall be furnished	
NOTE:		
1. Based on a bidder fulfilling condition specified vide SI no 1 to 8, bids will be processed for "Techno-commercial "evaluation. Unacceptable bids are liable for rejection.		
2. Point No. 9 would be taken up separately & price bid from vendors would be processed only after assessment and approval of vendors .		
C.	<u>TECHNICAL REQUIREMENTS :</u>	
1	Design, manufacture and supply of Constant Load Hangers (CLH) as per BHEL's Technical specification PC:TSP:CLH:001 Rev00 and Quality requirements QPG:CLH:01.	
2	Any deviation to Technical Spec and Quality plan shall be clearly specified by the vendor under the heading "DEVIATIONS". Any undisclosed deviations will not be accepted at a later stage.	
3	Chinese vendors will not be considered for the types suffixed with "NC" in the list of items and Enq slnos suffixed with "A" in Annexure – A. This will correspond to the DUCODEs marked as " * " under NC column in the CLH selection sheet attached to the technical specification. Vendors of other origin shall not source raw material / component /other services from China either directly or indirectly for manufacturing of these "NC" items.	
4	Vendors shall submit their catalogue for CLH along with the bid. Vendors are also requested to submit their standard procedure (quality) for manufacturing and testing of CLH.	
5	<u>Packing and Marking:</u> As per Technical spec PC:TSP:CLH:001 Rev00	

D	<p>PRICING FOR ITEMS: The price shall be given for each Enq sl no indicated in Annexure – A. Vendors shall refer to the CLH selection sheet attached to technical specification to know the list of CLHs covered under that Enq sl no. Vendors shall also take care of the requirements as indicated under para C-3 while giving their price for item slnos suffixed with “A” in Annexure A</p>	
E	<p><u>Evaluation of bids</u> The enquiry quantity is furnished in Annexure A . Vendors may also note the following :</p>	
1	<p>Lowest Bidder (L1 bidder) will be determined for each SI no based on the net cash out flow to BHEL. Ordering will be made on competitiveness of prices quoted against each item and not as total package.</p> <p>Customs Duty as applicable to BHEL & Inland transport from the port of discharge upto Trichy stores will be loaded to foreign bids for comparison with Indigenous bids to obtain net cash outflow to BHEL. Ranking will be based on Net Cash Outflow to BHEL . Payment shall be made on 100% CAD basis (Cash against documents) If LC is requested , loading charges @ 1.5% of the basic rate will be applicable .</p>	
2	<p>Quantity mentioned in Annexure-A may undergo changes during processing of the tender.</p>	
3	<p><u>Quantity Split :</u></p> <p>3.a) BHEL reserves the right to split the tendered quantity .</p> <p>3.b) The L1 prices shall be counter-offered to the next higher bidders . However the quantity split would be done to a maximum of three bidders (L1 bidder + Two counter offer accepted bidder) as mentioned in clause 3.d in the order of their ranking in the price bid.</p> <p>3.c) The highest quoted bidder (H1) will not be given the opportunity of quantity split.However in exceptional circumstances, BHEL may still resort to order on H1 bidder, in case of limited no of bids received against an item. The decision made by BHEL in this regard is final.</p> <p>3.d) Splitting of tender quantity shall be done as per the ratios mentioned below .</p> <ul style="list-style-type: none"> • If the tender quantity of an Enq SI no is less than 25 nos , no splitting shall be done . • If the tender quantity of an Enq SI no is between 25 nos and 100 nos , splitting shall be done among two bidders (L1 + one Counter offer accepted bidder) in the ratio of 65:35. • If the tender quantity of an Enq SI no is more than 100 nos , the tender quantity will be split in the ratio of 50:30:20 (If two next higher bidders accept L1 rate) or in the ratio of 65:35 (If only one next higher bidder accept L1 rate) . <p>3.e) If none of the other bidders accept the counter-offer , then the entire quantity of the tender would be ordered on the original L1 vendor only .</p> <p>3.f) Project requirements , Vendors capacity and delivery shall also be considered for splitting.</p>	
F.	<p><u>Commercial:</u></p>	
1	<p><u>Address :</u> Full address of the Manufacturing unit and the corporate office along with the contact details to be provided .</p>	
2	<p><u>Delivery period</u> – Supplies to be completed within 4 months from the date of approved documents after placement of Purchase Order. Documents have to be submitted within one week from the date of PO for BHEL’s approval without fail</p> <p>Delivery is the essence of the Contract/ PO. BHEL may accept or reject the bid if delivery is not as specified, or if offered delivery is not suiting Project Plan/ Production plan as per BHEL.</p> <p>BHEL has the right to order partly or fully considering the various requirements.</p> <p>BHEL may short close/cancel an order or divert to another vendor at any time during the currency of the Contract/PO irrespective of the PO Delivery date</p> <ol style="list-style-type: none"> a) if the performance of the vendor is poor, b) if the delivery requirement of the item is very critical and not being met, c) if there is no response for improvement in delivery as per BHEL requirement. 	

3	<p><u>Delivery Terms:</u></p> <p>Foreign Bidders shall submit their bid on CFR, Chennai (preferred) or FOB (port to be mentioned) basis. Prices shall include Testing , Inspection , Packing & Forwarding charges . Do not quote on Ex-Works basis . Vendors quoting on CFR basis shall arrange for FREE container retention period of 21 days for clearance of cargo.</p> <p>Indian Bidders shall submit their bid for FOR/BHEL Trichy Stores (inclusive of Packing , Forwarding , Freight & transit insurance). Rates quoted shall be inclusive of all charges. Taxes & Duties to be indicated separately. Do not quote on Ex-Works basis .</p>	
4	<p>Bids shall be free from CORRECTION AND ERASURES, Corrections if any, must be attested.</p> <p>Note: Bidders are requested to submit their bids only through sealed bids. As the part II (priced bid) will not be opened before the technical evaluation is completed, bidders are requested not to submit their bids through email/fax etc.</p>	
5	<p><u>Validity:</u> Bidder shall give a minimum validity of 90 days from the date of Technical bid opening.</p>	
6	<p><u>Fixed price:</u> All items should be quoted on "Per unit basis". 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 liable for rejection.</p>	
7	<p><u>Bid currency:</u> Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in EURO / USD / GBP. For the evaluation purpose the exchange rate (TT – Selling Rate of State Bank of India) on technical bid opening date will be considered.</p>	
8	<p><u>Taxes and Duties:</u> (for Indian Bidders only) All Taxes and Duties payable as extra to the quoted price should be specifically stated in their bids along with CST & TNGST No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties.</p>	
9	<p><u>MODVAT Credit:</u> (for Indian Bidders only) If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the bidder is availing MODVAT credit for this input material, the effect of proforma credit should be passed on to the purchaser.</p>	
10	<p><u>Payment Terms:</u> NO ADVANCE PAYMENT SHALL BE MADE BY BHEL.</p> <p><u>Indian Bidders</u> - The payment term is 100% payment after 45 days of satisfactory acceptance of materials at BHEL, Trichy Stores, against submission of despatch documents directly to BHEL and not to be routed through Bank. As per policy, LC will not be opened. Bids with LC requests/advance payments are liable for rejection. Payment shall be made against presentation of following documents to our Finance Department . However a copy of Invoice and LR shall be sent to Purchase department immediately after the dispatch is effected.</p> <ul style="list-style-type: none"> • Invoice in Triplicate • Delivery Challan in duplicate. • Guarantee certificate in duplicate. • Lorry Way Bill Copy • Proof of receipt of material at Trichy stores • Inspection report & Test Certificate copies • ED gate pass original or copy with a confirmation that the original is sent with the goods. <p><u>Foreign Bidders</u> - Payment shall be made on 100% CAD basis (Cash against documents) If LC is requested , loading charges @ 1.5% of the basic rate will be applicable .</p> <p>Documents required for payment :</p> <ul style="list-style-type: none"> • Bill of Lading • Invoice • Packing list • Country of origin certificate • Inspection report • Test Certificate / Compliance certificate • Performance Bank Guarantee 	

11	<p><u>INDIAN AGENT FOR FOREIGN PRINCIPAL:</u> BHEL prefers the manufacturers to quote directly. In case this is not possible and the bid is being submitted through an Indian agent, the following details are to be furnished along with the bid:</p> <ol style="list-style-type: none"> a. The letter from their Principal authorising the Indian agent to submit the bid on their Principal's behalf. In case the Indian agent submits bid on their own letter head then a covering letter (in original) from the Principal should be enclosed, clearly mentioning that they are bound by the bid submitted by the Indian agent on their behalf. b. Precise relationship between foreign suppliers and their Indian agents and their mutual interest in business, should be clearly spelt out. c. Any payment, which the agent receives in India or abroad, from the foreign supplier, whether as a commission or as a general retainer fee is to be mentioned in the bid. d. 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. e. 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 on satisfactory completion of the contract. f. For calculation of rupee equivalent of agency commission, exchange rate as prevailing on the date of order will be taken. g. Copy of current agency agreement is to be enclosed without which the bid is liable for rejection. 	
12	<p><u>Performance Bank Guarantee (PBG) – For INDIGENOUS & FOREIGN VENDORS:</u> The Bidder, in the event of an order, should furnish a Performance Bank Guarantee from any one of the attached list of consortium banks or counter-guaranteed by any one of this list of banks, at no extra cost in BHEL's Performa which will be provided by BHEL along with the order, for an amount equivalent to 10% (Ten percent) of the value of the contract. The Bank Guarantee should remain in full force and effect during a period of 24 months from the date of dispatch of materials or 18 months from the date of their commissioning whichever is earlier with an additional claim period of two months.</p>	
13	<p><u>Liquidated Damages:</u> If the supplier fails to deliver the fittings within the period specified in the contract the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the price for each week of delay up to a maximum of 15% of the price of delayed/undelivered portion.</p> <p>LD, if applicable, will be levied from the order delivery date to the date of Bill of lading/LR in case of CFR/FOR contracts and to the date of the inspection clearance in case of FOB contracts. Grace periods are not acceptable.</p>	
14	<p><u>Risk Purchase:</u> 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 of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned under liquidated damages.</p>	
15	<p>The correspondence between the bidder and BHEL through email is considered to be valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.</p>	
16	<p>Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / 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 bid, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the bid at any point of time and also under any stage of the finalisation of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably</p>	
17	<p><u>Inspection :</u></p> <p>For Indigenous vendors : Inspection shall be by BHEL / BHEL approved third party inspection agency . No inspection charges are applicable to the vendor. Inspection charges shall be borne by BHEL . However testing charges shall be included in vendors scope.</p> <p>For Foreign vendors: Inspection shall be by reputed agencies like Lloyds , BV , SGS , TUV etc .. (Vendor shall indicate the name of the agency in the technical bid).Inspection charges shall be included in the unit rate of quoted price for each item. Kindly do not quote inspection charges for total package since ordering will be done on itemwise L1 vendor only.</p>	

18	Price bids of the Techno-commercially rejected vendors will not be considered.					
19	BHEL reserves the right to negotiate L1 rate or re float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.					
20	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract.					
21	BHEL/End customer reserves the right to inspect the item ordered at any stage at vendor's works.					
22	Date of price bid opening/Reverse Auction will be informed later after acceptance of bid on technocommercial ground.					
23	Bidders are to confirm to all the above points in their "Technical and unpriced commercial bid". In case of incomplete/inadequate information provided against the requirements of this tender, the bid is liable for rejection.					
24	<p><u>INTEGRITY PACT</u> Integrity pact (To be filled and submitted with Technical bid without fail. Your offer will be considered only after signing and submitting the Integrity pact. Otherwise your offer is liable to be rejected).</p> <p>An Independent External Monitor shall monitor this tender whose contact details are as given below: <i>Shri J. M. Lyngdoh , IAS (Retd.)</i> <i>Plot No. 144-145,</i> <i>Pragati Resort,</i> <i>Proddator Village & P.O.,</i> <i>Shankarpally Road,</i> <i>Rangareddy Distt. (AP)- 500 033</i> <i>All correspondence with Shri J M Lyngdoh, IAS(Retd) has to be with registered post only as courier service is not available there.</i></p>					
25	<p><u>LIST OF DOCUMENTS ENCLOSED :</u></p> <ul style="list-style-type: none"> • Annexure A – List of items for furnishing price bid. • BHEL Technical Specification PC:TSP:CLH:001 Rev00 containing <ol style="list-style-type: none"> 1. Annexure – 1 Index sheet, CLH selection sheets for Series A, B, C, D 2. Quality requirement QPG:CLH:01 • Terms and conditions including eligibility criteria– To be filled and sent without fail • List of Consortium Banks • Performance Bank Guarantee Format • Integrity Pact 					
26	<p>Contact details of BHEL/Piping centre/Purchase</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>G.NIVEDHA Engineer / Purchase 044 -28161265 nivedha@bhelmpc.co.in</p> </td> <td style="width: 50%; vertical-align: top;"> <p>S.VARADARAJAN Manager / Purchase 044-28161243 varada@bhelmpc.co.in</p> </td> </tr> <tr> <td style="vertical-align: top;"> <p>K.RAJAN Senior Manager / Purchase 044-28161217 rajan@bhelmpc.co.in</p> </td> <td style="vertical-align: top;"> <p>G.PANNEER SELVAM SDGM / Materials 044-28161355 gps@bhelmpc.co.in</p> </td> </tr> </table>	<p>G.NIVEDHA Engineer / Purchase 044 -28161265 nivedha@bhelmpc.co.in</p>	<p>S.VARADARAJAN Manager / Purchase 044-28161243 varada@bhelmpc.co.in</p>	<p>K.RAJAN Senior Manager / Purchase 044-28161217 rajan@bhelmpc.co.in</p>	<p>G.PANNEER SELVAM SDGM / Materials 044-28161355 gps@bhelmpc.co.in</p>	
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