



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Phone: 2816 1255

PIPING CENTRE, MATERIAL MANAGEMENT

Fax: 044-28157315

PUR 002/01

80, Gopathy Narayanaswamy Road, T.Nagar, Chennai – 600 017.


INDIGENOUS ENQUIRY	ENQUIRY NO.	DATE
	PC:SD:81LCP:IOT:001	18.04.2014
NAME OF SUPPLIER WITH ADDRESS	DUE DATE FOR QUOTATION 12.05.2014.	
	THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER	

Suppliers Are Requested To Go Through Terms & Conditions Before Submission of Offers.

Sl. No.	Material Code	Description & Specification	Unit	Qty.	DELIVERY SHEDULE		
					Qty.	Date	Remarks
10	L719618110001001	CONDENSATE PUMP FOR LP START-UP SYSTEM	NO	2	2	18.10.2014	
20	L719718110001001	CONDENSATE PUMP FOR LP START-UP SYSTEM	NO	2	2	18.10.2014	
30	L717318110004001	CONDENSATE PUMP FOR LP START-UP SYSTEM	NO	2	2	18.10.2014	
40	L717418110003001	CONDENSATE PUMP FOR LP START-UP SYSTEM	NO	2	2	18.10.2014	
50	L717518110002001	CONDENSATE PUMP FOR LP START-UP SYSTEM	NO	2	2	18.10.2014	

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BHEL - Piping Centre
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REMARKS:

1. This tender is an Open tender. Offer must be submitted in three parts.

Bidders shall submit the Bid in English language (a single envelope containing three inner envelopes) as indicated below:

Envelope I-Pre-Qualification bid:

This sealed envelope should contain:

- Point by point confirmation for Pre-qualification Requirement as per Part I format.
- Duly filled in Supplier Registration form for vendors not registered in BHEL Piping centre (Import/Indigenous format to be filled as applicable)
- All required documentary proof as called for to be furnished.

This envelope should be clearly marked "Part I – Pre-Qualification bid, indicating Enquiry No., Due Date, Address & Reference of the Bidder.

Envelope II- Techno-Commercial bid:

This sealed envelope should contain:

- Point by point confirmation / acceptance to our Technical Specification for Mouda and Lalitpur project.
- Point by point confirmation / acceptance to our Techno-Commercial terms as per Part II format.
- Unpriced bid (copy of the Priced Bid without the price details).

This envelope should be clearly marked "Part II – Techno-commercial bid", indicating Enquiry No., Due Date, Address & Reference of the Bidder.


Envelope III- Price bid:

This sealed envelope should contain two separate sealed covers

- i) Price details of Main Equipment and
- ii) Price details for Mandatory spares and Supervision Charges for Erection and Commissioning.


Vendors shall submit their bids in the price break up format Part III given.

This envelope should be clearly marked "Part III - Price bid" with two covers inside as "Price bid for Main supply" and "Price bid for Mandatory spares and Supervision charges", indicating Enquiry No., Due Date, Address & Reference of the Bidder.


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The Bid, sealed and superscribed as "Parts I, II & III inside" indicating Enquiry No., Due Date, Address & Reference of the Bidder should reach this office on or before the due date by 14:00 Hrs (IST). BIDS RECEIVED AFTER 14:00 Hrs (IST) WILL NOT BE CONSIDERED FOR EVALUATION.

2. For Enq.SI no 30,40 and 50- CHINESE VENDORS/CHINA MATERIAL is NOT ACCEPTABLE.
3. Destination: Enq sl no 10&20-Mouda Super Thermal Power project, Maharashtra.
Enq sl no 30,40&50-Lalitpur TPS project, Uttar Pradesh.
4. Technical Specification: a) ESS-001(4pages) for Lalitpur project
b) PC:TSP:LPSS:CON-PUMP:001 (18 pages) for Lalitpur project
c) ESS-002(4 pages) for Mouda project
d) PC:TSP:LPSS:CON-PUMP:002 (20 pages) for Mouda project
e) PC:TSP:81059 REV 02 (22 pages)
5. The following documents are enclosed with the enquiry:-
 - A) Part -I format (Pre-Qualification Requirement)
 - B) Supplier Registration form -Import vendors
 - C) Supplier Registration form- Indigenous vendors
 - D) Part-II format (Techno-commercial checklist)
 - E) Part-III format (Price format)
 - F) Technical Specification (as mentioned in sl.no.4)
 - G) List of Mandatory spares
 - H) Reverse Auction Guidelines
 - I) Benefits to MSME vendors
6. Bidders meeting the Pre-Qualification requirement will only be considered for further evaluation of Techno-commercial and price bids.
7. Bids shall 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, the lesser amount shall prevail.
Note: Bidders are requested to submit their bids only through sealed bids. As the part III (priced bid) will not be opened before the technical evaluation is completed, bidders are requested not to submit their bids through email/fax etc.
8. **Delivery period:** 6 months from the date of LOI/PO with breakup as 2 weeks for complete drawings and documents submission for approval, 2 weeks for approval by BHEL and 5 months for delivery.
9. **Terms of Delivery:**
 - Foreign Bidders shall submit their bid on CIF/Chennai sea port basis only. The quoted prices must be inclusive of P&F, FOB charges, Freight & Insurance, Drawings & Documentation charges, Internal & Third party inspection charges and any other charges applicable. Inland transport from the port of discharge upto Project sites will be included in our evaluation statement for price comparison. Additional Taxes and Duties will be added and compared with the Indigenous Vendors, as applicable.


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- Indian Bidders shall submit their bid on FOR Destination site basis. The quoted prices must be inclusive of Packing , forwarding and Insurance. Freight against each project shall be quoted extra. Percentage of applicable Taxes, Duties, CESS, Service Tax on Transportation etc shall be clearly indicated. Applicable taxes (CST / VAT) against each project shall be clearly indicated. No change in taxes will be entertained after price bid opening. In case of Excise Duty exemption, necessary documents will be provided by BHEL.

10. **Mandatory spares and Supervision charges:** Quote for Mandatory spares as per list enclosed and Service charges for supervision of erection & commissioning at project site to be provided in a **separate sealed cover**. Pls note that quote for Mandatory spares and Supervision charges will not be considered for L1 evaluation and will be considered for future ordering.

11. Commissioning spares price should be included in main price.

12. **Validity:** Bidder shall give a validity of 90 days from the date of Price bid opening/Reverse auction.

13. **Price:** Prices quoted shall be kept **firm** during execution of full supply from the date of issue of LOI / PO and no price variation clause is acceptable during execution. Price bids of the Techno-commercially rejected bids will not be considered.

14. **Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their preferred currency. For the evaluation purposes the exchange rate (TT – Selling Rate of SBI) on **Part I bid opening date** will be considered.

15. **Liquidated Damages:** If the supplier fails to deliver the material within the period specified in the contract the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value. Any deviation to LD clause will lead to **loading** to the extent to which it is not agreed by the bidder (at offered value).

16. **Payment term for Indigenous suppliers :** 90% against despatch documents and 10% against site acknowledgement . Deviation is not acceptable.

Payment term for Import suppliers: 100% CAD basis (Cash against documents). If LC is requested , loading charges @ 1.5% of the basic charge will be applicable. Deviation is not acceptable.

Documents required for payment :

- Bill of Lading
- Invoice
- Packing list
- Country of origin certificate
- Inspection report
- Test Certificate
- Performance Bank Guarantee
- Guarantee Certificate

17. **No advance payment shall be made by BHEL.**



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18. **BHEL Standard Guarantee Clause:** The materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch whichever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Trichy/ Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order. Deviation to Guarantee clause is NOT ACCEPTABLE and the offer will be rejected incase of deviation to Guarantee clause.
19. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
20. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process.
21. BHEL prefers the manufacturers to quote directly. In case this is not possible and the bid is being submitted by an Indian agent, the following details are to be furnished along with the bid:
- 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.
 - Precise relationship between foreign suppliers and their Indian agents and their mutual interest in 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 is to be mentioned in the bid.
 - 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 on satisfactory completion of the contract.
 - For calculation of rupee equivalent of agency commission, exchange rate as prevailing on the date of order will be taken.
 - Copy of current agency agreement is to be enclosed without which the bid is liable for rejection.
22. **Performance Bank Guarantee (PBG):** 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 or 18 months from the date of commissioning whichever is earlier.


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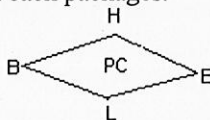
23. **Risk Purchase:** Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid 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.
24. 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.
25. 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.
26. 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.
27. BHEL/End customer reserves the right to inspect the item ordered at any stage at vendor's works
28. BENEFITS TO MSE VENDORS- Kindly refer Annexure-I reg BENEFITS TO MSE VENDORS



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GENERAL TERMS AND CONDITIONS

1. If any Sales tax and Excise duty are payable as extra to the quoted price the percentage of the same should be specifically stated in the quotation failing which the purchaser will not be liable for payment of Sales Tax / Excise Duty. Our T.N.G.S.T.No.3560005/dt.1-4-95, C.S.T.No.239383 dt.11-6-91.
2. If the enquired items are coming under D.G.S & D rate contract, please indicate the rate contract prices duly sending a copy of the rate - contract along with your offer.
3. No revision of prices will be entertained after tenders are opened.
4. Manufacturers name, brand name trademark or patent No. if any should be specified. Illustrate leaflets giving particulars are required along with quotation wherever necessary.
5. Products with I.S.I.certification marks will be preferred.
6. The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject in part or full without assigning any reason whatsoever.
7. Late tenders are liable to be rejected.
8. Any deviations to the enquired technical and commercial conditions shall be clearly indicated in the covering letter of the quotation.
9. **PAINTING, PACKING AND MARKING:** The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit, as per enquiry specification wherever applicable. The following marking should be made in each packages.



The mark should be stenciled on the package itself. Should the packages be too small suitable cards giving these details may be tagged under seal of the seller. Special precaution shall be taken to prevent rusting and corrosion of metal parts during transit.

10. TERMS OF PAYMENT: Payment will be made within 30 days of satisfactory receipt of materials at BHEL stores / site as required by the purchaser. The successful tenderer must send the operation and maintenance manuals, test certificate, drawing, etc., for the manuals ordered. These should be sent immediately after dispatch of the materials and statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bills. Goods dispatched either by V.P.P. or by the document presented through bank will not be accepted unless agreed to by the purchaser.

11. SECURITY DEPOSIT: In the case of orders above Rs.5,000/- with deliveries of 3 months or above, the seller shall, within 14 days after written notice of acceptance of his tender quotation has been pasted to him deposit with the purchaser (in cash or equivalent in Govt. Securities or Bankers Guarantee bond) a sum equal to 5% if total value of the stores detailed in the order as security for the due fulfillment of the contract. No claim shall lie with the purchaser in respect of interest on cash deposits on Govt. Securities or depreciation there of, Purchaser shall be entitled to deduct from the said deposit any loss or damages which they may be put to by reason of any act or default to the seller and recoverable by them from the seller and to call upon the seller to maintain the deposit as its original limit by making further deposits in the event of the seller failing to make and to maintain the Security of deposit in the manner aforesaid the purchaser shall be entitled to cancel the order.

12. PREFERENTIAL DELIVERY: It is noted if a correct is placed on a higher tenderer as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. Destination, including all elements of freights, sales tax, duties and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.

13.GENERAL: The purchaser reserves the right to split up the tender and place order for individual terms with different, tenderers and also increase the quantity.

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.

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