



Enq. No.: BHEL-HEEP/OT/E/E242/3/1876B1

Date of issue : 05.03.2014

Due Date : 26.03.2014

M/s. ....  
 .....  
 .....

**Sub: BHEL-HEEP/OPEN-TENDER (Inspection glass and Sight Glass)/2013**

Dear Sir,

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on. Government of India has a plan to add more than 1,20,000 MW in next five year plan (2012-2017).

Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) for the supply of the following items:-

The tender documents can be down loaded from our web site [www.bhel.com](http://www.bhel.com) and [www.bhelhwr.co.in](http://www.bhelhwr.co.in) and <http://eprocure.gov.in> submitted with requisite EMD and tender fee. **Only those vendors who fulfill the Minimum Qualifying Requirements & Quality Requirements (as per Annexure-1) will be considered for further technical evaluation.**

**The last date for taking tender documents shall be 25.03.2014 & opening of tender shall be 26.03.2014.** Tenders will be received up to 1.45 P.M. on 26.03.2014 and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (1.45PM on 26.03.2014) will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Intending vendors must remit the tender fee of Rs. 2,000/- for indigenou vendors (or equivalent amount in foreign currency for foreign vendors) along with the requisite EMD ₹ 40,000/- (Rupees Forty Hundred Thousand) in the form of bank draft while submitting the tender documents as detailed in "Instruction to Bidders", after down loading from this web site.

Specifications & Drawing of the above items are available on our above website with links provided for all Specifications, Drawings & Annexure (At the end of this document). Other cross referred documents can either be physically collected from BHEL, Haridwar or can be obtained by email [amit@bhelhwr.co.in](mailto:amit@bhelhwr.co.in) or [neel@bhelhwr.co.in](mailto:neel@bhelhwr.co.in) against proof of draft of the tender fee in favour of BHEL, Haridwar. This draft is to be submitted along with offer. Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.

Sl no.	Item Description	Qty. (No)	Delivery schedule
1	Inspection Glass CS as per Drg. No. 31500001235	241	30.05.2014
2	Inspection Glass SS NB 25 as per Drg. No. 31500001220	24	30.05.2014
3	Sight Glass as per DRG No. 41493101052 Rev-02	23	30.05.2014

**The total quantity may undergo change at the time of ordering.** Please submit your Techno-Commercial offer only for the above requirement subject to our terms and conditions.

**BIDS SHALL BE OPENED OF THOSE VENDORS ONLY WHO SHALL SUBMIT EMD AND TENDER FEE. [PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE DRAWN IN FAVOUR OF BHEL, HARIDWAR IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD & TENDER FEE". THOSE VENDORS WHO ARE QUOTING FOR MORE THAN ONE TENDER ARE REQUIRED TO SUBMIT TENDER FEE FOR EACH TENDER** at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for attending the bid opening.

**KINDLY READ "INSTRUCTIONS TO BIDDERS." QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.**



**INSTRUCTIONS TO BIDDERS FOR OPEN TENDER**

**DEFINITION**

**Registered Vendors** - Are those who are registered with BHEL, Haridwar for Size/Weight of tendered items in respective Copper grade.

**Un-registered Vendors** - Are those who are not registered with BHEL, Haridwar for Size/Weight of tendered items in respective Copper grade.

Un-registered vendors shall be considered, if and only if, they meet the minimum qualification requirement and quality requirements as given below.

**MINIMUM QUALIFICATION REQUIREMENT  
(APPLICABLE FOR VENDORS NOT REGISTERED AT BHEL, HARIDWAR)**

**Following is the Mandatory Pre-Qualification requirements for Inspection Glass and Sight Glass as per Drawing 31500001235, 31500001220 & 41493101052. Offer of Vendors not meeting these requirements will not be considered.**

Sl. No.	Requirement											
01	The Inspection Glasses are used in the LDR and Generator piping. The Inspection Glasses should be of very reliable and proven design to maintain the required parameters.											
02	The vendor should be a regular manufacturer of such items and should have manufactured and supplied Inspection Glass of at least NB 25 size, NP 16 of SS and CS body material in the last 5 years.											
03	In support of above, vendor shall furnish their credential list, as per the following format for the past 5 years, with at least 5 nos. per year, to BHEL:											
	<table border="1"><thead><tr><th>S. No.</th><th>Size (NB) &amp; NP</th><th>Brief technical details</th><th>Application</th><th>Name &amp; address of customer</th><th>Year of supply</th></tr></thead><tbody><tr><td></td><td></td><td><ul style="list-style-type: none"><li>• Medium</li><li>• Design Pressure</li><li>• Test Pressure</li></ul><b>Material</b><ul style="list-style-type: none"><li>• Flange</li><li>• Cover</li><li>• Gasket</li><li>• Glass</li><li>• screw</li></ul></td><td></td><td></td><td></td></tr></tbody></table>	S. No.	Size (NB) & NP	Brief technical details	Application	Name & address of customer	Year of supply			<ul style="list-style-type: none"><li>• Medium</li><li>• Design Pressure</li><li>• Test Pressure</li></ul> <b>Material</b> <ul style="list-style-type: none"><li>• Flange</li><li>• Cover</li><li>• Gasket</li><li>• Glass</li><li>• screw</li></ul>		
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04	Acceptance certificate from one of the vendor's customer of Inspection Glass supplied to them (Original Certificate or through e-mail directly from the customer). Acceptance certificate should contain information like item details and its application.											
05	BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false or incorrect, the offer shall be rejected.											
06	Vendors to confirm specific compliance of above requirement else offers will not be considered.											

**Vendors must fill up Annexure – 1 in confirmation to above Minimum Qualifying Requirements and quality requirements.**



## ESSENTIAL INSTRUCTIONS

1. **Only those bids will be opened which have been submitted with requisite EMD & tender fee.**
2. **All un-registered vendors shall be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) Foreign Vendors or Indigenous Vendors. Vendor (s) shall not be considered for ordering if not approved by BHEL. Un-registered vendors to submit Supplier Registration form with all necessary attachments. Format of supplier registration Form may be downloaded from our website [www.bhel.com](http://www.bhel.com). The Vendor Registration Form shall be submitted by unregistered vendors, on or before the due date.**
3. **BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).**
4. The tenders shall be submitted in three parts
  - i. Part I - Techno -Commercial Bid and Vendor Registration Form
  - ii. part II - price Bid
5. **The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored. In Case the quotation is submitted through agent, the quotation must accompany original authorization letter.**
6. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
7. In case of ordering, manufacturing plan should be submitted for BHEL approval.
8. Part-I containing techno-Commercial bid and Vendor Registration Form will be opened on the date and time specified in the tender notice in the presence of those tenders who wish to attend.
9. Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
10. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement. Any offers beyond this period shall be rejected.
11. Currency exchange rate will be applicable on the date of opening of Part-I (Techno-commercial Bid) for evaluation purpose.
12. Depending upon the delivery suitability, BHEL reserves the right to split order on more than one vendor.
13. **Evaluation of Bid: - The bid shall be evaluated**
  - a. **Cost to BHEL basis. ( Basic Cost + Insurance + Transportation + Duty )**
  - b. **The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, which shall be communicated to the vendor.**
14. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
15. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.
16. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
17. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**
18. SETTLEMENT OF DISPUTES:
  - Indigenous Vendors: In all cases of dispute the matter shall be referred for arbitration to any arbitrator to be appointed by the Executive Director or any officer who is the administrative head of Bharat Heavy Electricals Ltd., at Haridwar. The venue of arbitration shall invariably be Ranipur Haridwar. The award of the arbitrator shall be final and binding on both the parties. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties.
  - Foreign Vendors: In the event of any dispute or difference arising between the parties to this contract regarding execution of same or their respective rights and liabilities there under, the same



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**FAX NO: 0091 1334 226462/223948**  
**PHONE NO: (91) (1334) 281049, 284047**

shall except as otherwise expressly provided therein, be referred to the arbitration of the two arbitrators, one to be appointed by each party; or in the case of the said arbitrators not agreeing then an umpire to be appointed by the two arbitrators in writing before entering on that reference and provisions of the Indian Arbitration Act ,1940 or any statutory notification, or re-enactment therefore and rules framed there under from time to time shall apply to such arbitration . If the two arbitrators do not agree on the appointment of umpire, the nomination of the umpire shall be done by the International Chamber of Commerce, Paris(France).The decision of arbitrators, or in case of their not agreeing, that of the said umpire shall be binding both on seller and purchaser. The venue of the arbitration invariably is New Delhi.

19. JURISDICTION: All question, dispute or differences arising under, out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of Haridwar courts.
20. OVER RIDING CLAUSE :All stipulations made in any correspondence other than those exchanged in regards to “instruction” in our tender documents / enquiry for submission of your offer, if at all shall be void to the extent they are repugnant to the conditions contained herein above and in the purchase order.
21. FINALITY OF MANAGEMENT DECISION: At all places in the preceding clauses BHEL Management’s decision shall be final.

**IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET IF YOU HAVE COLLECTED THE TENDER DOCUMENTS FROM BHEL.**



**DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID & VENDOR REGISTRATION FORM),& PART-II (PRICE BID)**

**PART-I (Techno –commercial bid and Vendor Registration Form (SRF)) shall comprise of following documents:**

- a. Confirmation to Minimum Qualification Requirement as per Annexure-1 (For unregistered vendors only)
- b. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid giving commercial terms and delivery schedule.
- c. Validity of offer to be indicated.
- d. **Annexure- II** Compliance sheet for technical/commercial terms and conditions for two part tender.
- e. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- f. Details of activity outsourced.
- g. Copy of enclosed Quality Plans.
- h. The SRF (as applicable) duly filled up will be assessed for manufacturing capability quality systems being followed, organizational soundness and financial worthiness. The same shall be submitted with Part-I (Techno-Commercial Bid) by un-registered vendor only with BHEL, HEEP, Haridwar.

**PART –II (Price Bid)**

- a. Price bid with prices to be submitted as part-II of the tender.
- b. Prices should remain firm till the execution of the order.
- c. In case of foreign vendors, prices to be quoted on FOB & C&F Mumbai (India) basis separately. In case of FOB, Loading port must be mentioned. Please note that **Ex-Works** price are **not** acceptable & offer shall not be considered. In case of Indigenous vendor, prices must be quoted on FOR-Destination- CPS-HEEP-BHEL basis.
- d. Insurance – Marine in case of foreign vendor & inland in case of Indigenous vendor shall be taken care by BHEL.
- e. LRS inspection charges to be quoted separately.
- f. **Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.**
- g. LD Penalty shall be applicable at the rate of ½ % (half percent) per week or part thereof subject to a maximum of 10% of the value of unexecuted portion of the order. In case of any variation in LD penalty, your prices shall be loaded to the extent LD penalty not accepted by you.
  - Payment term shall be “100% payment against CAD (for foreign vendors) with bank charges as either side and after receipt and acceptance of material (for indigenous vendors)”. **BHEL as a rule do not agree to release advance payment.**
  - **Difference, if any, in cost in payment terms with respect to BHEL Payment terms (“100% payment against dispatch documents ‘CAD’ (for foreign vendors) and after receipt and acceptance (for indigenous vendors)” shall be loaded in prices of vendor.**

**MARKING OF ENVELOPE:**

- Each envelop is to be super scribed as TENDER NO.----- DUE ON -----
- Drafts for Tender Fee & EMD to be kept in one envelop – Envelop –A. On the Top of the envelope, please write Draft No., Issuing Bank Details & Amount.
- Techno-Commercial - Part-I to be kept in another envelop – Envelop-B & to be marked as Techno-Commercial Offer.
- Vendor Registration Form to be kept in another envelop – Envelop – C & to be marked as Vendor Registration Form.
- Price Bid – Part-II to be kept in another envelop – Envelop-D & to be marked as Price Bid.
- Envelop-A, Envelop-B, Envelop-C & Envelop-D are to be kept in one envelop super scribed as above

**Envelopes not marked as above are liable to be ignored and will not be opened.**

## Annexure-1

### MINIMUM QUALIFICATION REQUIREMENT (APPLICABLE FOR VENDORS NOT REGISTERED AT BHEL, HARIDWAR)

Sl. No.	Requirement	TO BE CONFIRMED/ SUBMITTED BY	OFFERED	REMARKS					
01	The Inspection Glasses are used in the LDR and Generator piping. The Inspection Glasses should be of very reliable and proven design to maintain the required parameters.								
02	The vendor should be a regular manufacturer of such items and should have manufactured and supplied Inspection Glass of at least NB 25 size, NP 16 of SS and CS body material in the last 5 years.								
03	In support of above, vendor shall furnish their credential list, as per the following format for the past 5 years, with at least 5 nos. per year, to BHEL:								
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04	Acceptance certificate from one of the vendor's customer of Inspection Glass supplied to them (Original Certificate or through e-mail directly from the customer). Acceptance certificate should contain information like item details and its application.								
05	BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false I incorrect, the offer shall be rejected.								
06	Vendors to confirm specific compliance of above requirement else offers will not be considered.								

## ANNEXURE-II

### Commercial terms and conditions for Enquiry No: **BHEL-HEEP/OT/E/E242/3/1876B1**

PLEASE FILL THIS ANNEXURE & ATTACH WITH YOUR TECHNO-COMMERCIAL BID.

Offer must be sent in two separate sealed envelopes containing techno- commercial offer in one envelope marked "TECHNO-COMMERCIALBID" and prices in second envelope marked "PRICE-BID". Both the envelopes must be contained in the main envelope. Tender name and due date to be marked on all the envelopes

Commercial terms and conditions for Enquiry	<u>VENDOR'S CONFIRMATION</u>	Remarks
<b>1-Payment terms:</b> 100% after receipt and acceptance of material at BHEL, Hardwar (For Indigenous vendors). 100% against CAD (For foreign vendors)	YES	
<b>2-Delivery terms:</b> Rates to be quoted on FOR door delivery BHEL Haridwar, India	YES	
<b>3-Delivery period:</b> Confirm delivery quoted as per enquiry	confirmed	
<b>4. Rates of Taxes / Duties/Octroi:</b> a) <u>Excise duty</u> b) <u>CST</u> c) <u>Other taxes</u>	Extra as applicable against documentary proof.	
<b>5-Conformance to specification &amp; drawing:</b> Confirm that item quoted confirms to our specification & drawing in totality.	YES	
<b>6-Penalty for late deliveries:</b> Penalty shall be leivable for delayed delivery @ 0.5% per week and part thereof subject to a maximum of 10% of the value of unexecuted portion of the order.	Confirmed	
<b>7-Test Certificate &amp; Guarantee Certificate:</b> Test Certificate and guarantee certificate for the tests detailed in specification shall be required along with dispatch documents.	Confirmed	
<b>8- Risk Purchase :</b> - In case of of delay is supplies/defective supplies or non fulfillment of any other terms and conditions in purchase order the purchaser may cancel the purchase order in full part or part thereof, and may also make the purchase of such material from elsewhere/alternative source at the risk and cost of the supplier.	Confirmed	
<b>9-Validity:</b> Validity of the offer should be minimum 120 days from the due date of the enquiry.	YES	
<b>10- Right of acceptance:</b> - BHEL reserves the right to decrease or increase the tender tendered quantity. Hence vendor should be prepared to accept order for reduced quantity without any extra charges. Vendor shall also be prepared for giving quantity discount in case of increase in quantity.	Confirmed	
<b>11</b> - BHEL will deal directly with the manufacturers and no correspondence with the agents will be entertained.	Agreed	

Above conditions, if accepted will supersede any same/similar condition elsewhere in quotation.

(Authorised signatory of vendor)