



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
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Tender No.: F/T237/2012/3061/W

Due Date: 28.02.2013

Sub: BHEL-HEEP/OPEN-TENDER (Hydrogen Cooler)

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 70,000 MW in Five Year Plan (2007-2012) and 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 or www.bhelhwr.co.in or www.tenders.gov.in or <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) will be considered for further technical evaluation.**

This notification shall be published in Indian as well as International News paper. **The last date for taking tender documents shall be 27.02.13 & opening of each tender shall be 28.02.13.** Tenders will be received up to 1.45 P.M. on **28.02.13** 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 28.02.13) will not be REPEAT 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 indigenus vendors (or equivalent amount in foreign currency for foreign vendors) against each tender along with the requisite EMD Rs 1,00,000/- (Rupees One 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 can be physically collected from BHEL Haridwar or can contact by email tirkeyj@bhelhwr.co.in; spankaj@bhelhwr.co.in; pkbansal@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.

Tender no.	Item Description	Qty. (No)
F/T237/2012/3061/W	Hydrogen Cooler as per drawing 01660170021 Rev 01	4
	Hydrogen Cooler as per drawing 01660170021 Rev 01	4
	Hydrogen Cooler as per drawing 01660170022 Rev 01	2

The total quantity may undergo change at the time of ordering.

The details of each item with required delivery are given in **Annexure-4 (Details of Items)**

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" 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 procurement of Hydrogen Cooler.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for procurement of Hydrogen Cooler.

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

HYDROGEN COOLERS

Following is the mandatory requirement. Offer of Vendors not meeting these requirements will not be considered.

Sl. No.	Technical Requirement
01	Vendor to furnish capability of designing and manufacturing of hydrogen cooler with plate fin/high fin tubes. Vendor to furnish the design calculations.
02	Vendor to furnish experience of design, manufacturing and testing of hydrogen cooler for 600 MW and above sets at their works. Vendor to furnish the performance of at least 2 sets in operation supplied by vendor in last 3 years.
03	Vendor to furnish the pointwise reply of our specification number HE57063, enclosed.
04	Vendor to furnish the welders qualification certificate and PQR.
05	Vendors to furnish the details of testing facilities available at works.
06	Vendor to confirm that design and manufacture of cooler shall be as per enclosed drawings (01660170021 var 00 & var 01, 01660170022 var 00). Vendor to ensure and confirm that cooler shall be designed with 10% tube plugging margin.
07	Maximum tube side velocity in plugged condition should not exceed 2.7 m/s as indicated in drawing.
08	Vendor to confirm that tube to tube sheet joint shall be roller expanded.
09	Vendor to furnish the mechanical calculation of various parts and sub-assemblies.
10	Vendor to furnish the detailed manufacturing plan and quality plan (format enclosed).
11	Vendor to furnish the details and control of material induction and its storage.

QUALITY REQUIREMENT

Sl. No.	Quality Requirement
01	Vendors to submit detailed quality plan in enclosed format for BHEL approval.
02	Inspection by BHEL/ BHEL nominated agency Lloyds (In case of successful Indigenous vendors) and third party inspection agency LRS/TUV/BV (in case of successful foreign vendors) as per finally agreed quality plan.
03	Scope of third party inspection shall be: a) Witnessing of random in process NDT checks for welding, visual and dimensional check, hydraulic/ pneumatic test & review of remaining TC's as per ordering drawing and specification.
04	Vendor to provide procedure for tube to fin joint and acceptance norms.

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

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.**
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,
 - ii. part II - price Bid &
 - iii. part III - Vendor Registration Formas described below on or before the due date. Vendor Registration Form shall be submitted by unregistered vendors only.
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 part-III containing 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 reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction the paper bid shall be processed. Bidder should clearly indicate their acceptance for reverse auctioning in Annexure-1. The bids of those vendors who do not agree for reverse auction may not be considered. The Terms & Condition for Reverse Auctioning are given below.**
18. Total weight -- /Gross / Net in Kg. & also package size essentially should be indicated if not exact then approximate.
19. 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.**

20. 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 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 be New Delhi.

21. 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.

22. 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.

23. 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), PART-II (PRICE BID) & PART-III (VENDOR REGISTRATION FORM)

PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- a. Confirmation to Minimum Qualification Requirement as per Annexure-2 (For unregistered vendors only)
- b. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid giving FOB, C&F rate and Lloyds inspection charges separately and delivery schedule.
- c. Validity of offer to be indicated.
- d. **Annexure - 1** - 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 –

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- Store-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 dispatch documents, through irrevocable LC or Cash against Documents (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, through irrevocable LC (for foreign vendors) and after receipt and acceptance (for indigenous vendors)” shall be loaded in prices of vendor.**
- h. Irrevocable LC is opened for one quarter (3 months) & is established 45 days prior to delivery schedule. The charges of establishing the LC are on either side i.e. charges in India to be borne by BHEL and charges outside of India to be borne by vendor. If any vendor insists for LC for more than one quarter, vendor has to essentially bear all charges (Within & Out side India) for the period exceeding one quarter.
- i. **BHEL does not open confirmed LC even if vendor agrees to bear the confirmation charges.**

Part-III - Vendor Registration Form (SRF)
(SRF-Foreign Suppliers or SRF-Indian Suppliers)

- a. 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.

MARKING OF ENVELOPE:

- Each envelop is to be super scribed as “TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----

- Drafts for Tender Fee & EMD to be kept in one envelop – Envelop –A. On the Top of the envelop, please write Draft No., Issuing Bank Details & Amount. Those vendors who are quoting for more than one tender must submit a statement in the envelops of all those tenders giving details of all the tenders being quoted. However, the draft of each tender should be kept in individual tender envelop.
- Techno-Commercial - Part-I to be kept in another envelop – Envelop-B & to be marked as Techno-Commercial Offer.
- Vendor Registration Form - Part –III 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-I

COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS FOR TWO PART TENDER

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-COMMERCIAL BID" 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.

You are requested to kindly confirm /clarify the following:-

S.No.	Description	Vendor's Confirmation
1	Vendor to confirm that they meet each & every clause of our specifications/Drawings.	YES / NO
2	If "No" to serial number 1, vendor to specify each deviated clause & submit in a separate sheet.	
3	Vendor to list out on a separate sheet any activity which is outsourced. Please furnish details of out sourced vendor.	
4	Validity: confirm that validity of the offer shall be 90 days from the date of tender opening	YES / NO
5	Confirm that un-priced part of price bid is enclosed with technical commercial offer	YES / NO
6	Confirm delivery quoted as per enquiry	YES / NO
7	Confirm that prices are quoted inclusive of third party inspection charges on FOB as well as C & F basis.	YES / NO
8	Confirm that Loading Port has been mentioned.	YES / NO
9	Confirm that prices shall be firm and fixed throughout delivery period.	YES / NO
10	Confirm that payment term shall be "On collection basis through SBI/PNB Ranipur, Hardwar" (CAD)	YES / NO
11	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. Incase of any variation in LD penalty, your prices shall be loaded to the extend LD penalty not accepted by you.	YES / NO
12	Confirm that all test certificates to be submitted as per BHEL specification. in TRIPLICATE along with despatch documents	YES / NO
14	Right of acceptance – BHEL reserves the right to reject any or all quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced quantities without any extra charges. Vendor should also be prepared for giving discount in case of increase in quantity.	YES / NO
15	Confirm specifically that material shall be supplied as per tender documents.	YES / NO
16	Ink signed order acceptance shall be furnished within 15 days of order placement.	YES / NO
17	Confirm if there is Indian agency commission.	YES / NO
18	Please confirm to participate in Reverse Auction on CIF Mumbai basis inclusive third party inspection charges for foreign suppliers. For Indian suppliers, please quote your rates without inspection charges on FOR Destination basis, your rates will be loaded accordingly for inspection charges as Inpection will be arranged by BHEL.	YES / NO
19	Confirm acceptance of Risk Purchase clause.	YES / NO
20	Confirm to send original ink signed copy of offer, if offer has been sent sent through email or FAX or photocopy has been submitted.	YES / NO

ANNEXURE-II

MINIMUM QUALIFICATION REQUIREMENT FOR HYDROGEN COOLER

Sl. No.	Technical Requirement	Vendor's confirmation (Y/N)
01	Vendor to furnish capability of designing and manufacturing of hydrogen cooler with plate fin/high fin tubes. Vendor to furnish the design calculations.	
02	Vendor to furnish experience of design, manufacturing and testing of hydrogen cooler for 600 MW and above sets at their works. Vendor to furnish the performance of at least 2 sets in operation supplied by vendor in last 3 years.	
03	Vendor to furnish the pointwise reply of our specification number HE57063, enclosed.	
04	Vendor to furnish the welders qualification certificate and PQR.	
05	Vendors to furnish the details of testing facilities available at works.	
06	Vendor to confirm that design and manufacture of cooler shall be as per enclosed drawings (01660170021 var 00 & var 01, 01660170022 var 00). Vendor to ensure and confirm that cooler shall be designed with 10% tube plugging margin.	
07	Maximum tube side velocity in plugged condition should not exceed 2.7 m/s as indicated in drawing.	
08	Vendor to confirm that tube to tube sheet joint shall be roller expanded.	
09	Vendor to furnish the mechanical calculation of various parts and sub-assemblies.	
10	Vendor to furnish the detailed manufacturing plan and quality plan (format enclosed).	
11	Vendor to furnish the details and control of material induction and its storage.	

QUALITY REQUIREMENT

Sl. No.	Quality Requirement	Vendor's confirmation (Y/N)
01	Vendors to submit detailed quality plan in enclosed format for BHEL approval.	
02	Inspection by BHEL/ BHEL nominated agency Lloyds (In case of successful Indigenous vendors) and third party inspection agency LRS/TUV/BV (in case of successful foreign vendors) as per finally agreed quality plan.	
03	Scope of third party inspection shall be: a) Witnessing of random in process NDT checks for welding, visual and dimensional check, hydraulic/ pneumatic test & review of remaining TC's as per ordering drawing and specification.	
04	Vendor to provide procedure for tube to fin joint and acceptance norms.	

Signature with stamp

Name:

Name of Firm:

Designation:

Date:

ANNEXURE-III

TERMS AND CONDITIONS OF REVERSE AUCTIONING

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., ON LINE BIDDING ON INTERNET.

- For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 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.
- BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
- Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
- 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 non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- Reverse auction will be conducted on scheduled date & time.
- At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- 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.

ANNEXURE-IV

(Item Details and Delivery Schedule)

Tender No.	Material Code	Description	Drawing	Lot Qty.	Delivery
F/T237/2012/3061W	W96721661012	Hydrogen Cooler : 660 MW	01660170021 Var 00 Rev 01	2 NO 2 NO	30/05/2013 30/08/2013
	W96721661020	Hydrogen Cooler : 700 MW	01660170021 Var 01 Rev 01	2 NO 2 NO	30/10/2013 30/11/2013
	W96721661039	Hydrogen Cooler : 800 MW	01660170022 Var 00 Rev 00	2 NO	30/06/2013

NOTE: THE QUANTITY INDICATED ABOVE CAN BE INCREASED/DECREASED.

