

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
Ramachandrapuram, Hyderabad, 502032, A.P. India
Phone 040-23184526, 23182322 FAX:040-23021910, 1954

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)
रामचन्द्रपुरम, हैदराबाद, 502032 आंध्र प्रदेश, भारत

RFQ NO :
6130017590**PURCHASE DEPARTMENT****ENQUIRY****क्रय विभाग**

जवा (ई मेल) : tenderbox@bhelhyd.co.in

PURCHASE DEPARTMENTSHE
OFHY17001 C
REV.NO.0
Phone 091-40-23184526
091-40-23182322FAX : 091-40-23021910
091-40-23021954

E Mail: tenderbox@bhelhyd.co.in

Office Copy

Enq/Collective Number :HY1AINI16476

Enq.Date : 10.01.2014

No.Of Items : 1

DUE DATE OF QUOTATION : 24.01.2014

Please submit your lowest quotation in sealed cover superscribed with Enquiry No./Collective No.(RFQ No) and due date subject to our terms a conditions attached ,for the materials mentioned below. Your offer has to reach us onor before due date by 11.00 Hours (IST) and will be opened at 14 Hours.(IST).If our Enquiry No./Collective No.(RFQ No) and tender due date are not super scribed on the tender cover , your offer shall be summa rejected. Whosoever desires to send offers on their own risk (complete in all respects) via e-mail have to send offers to the common e-mail address tenderbox@bhelhyd.co.in . Incomplete offers and late offers will not be considered.

SL NO	Purchase Req.no	Item no	Material Code	Drg no - Ver, Rev & Spec - Ver	Description	Unit	Qty	Delivery Date	Schedule Qty
1	1200016476	10	OE9757058025	OE57058-02.05	30T BOP HANDLING SYSTEM W/OUT SPARES	SET	8,000	30.04.2014	8,000

Special Remarks

1. Offer shall be submitted in TWO PART BID system.
2. The terms and conditions of enquiry/collective no are as per enclosed General Conditions of Contracts & Instruction to Bidders.
3. BHEL reserves the right to evaluate the tender either by Reverse Auction method or by conventional tendering process.
4. Duty filled, signed & Stamped "GCC & ITB" shall be enclosed along with techno - commercial bid.

TEST CERTIFICATE REQD: Y
GUARANTEE REQ: Y
SAMPLE REQD: N
BID TYPE: TWO PARTFor and on-behalf of
Bharat Heavy Electricals Lim.
Purchase Officer/Oil Rigs
T. ARUN KUMAR
10/01/14क्रय अधिकारी / ऑयल रिग्स
Purchase Officer / Oil Rigs
T. ARUN KUMAR
क्रय अधिकारी / ऑयल रिग्स
Purchase Officer / OIL RIGS
बीएचईल, / BHEL, HYD-502 032

Pre-Qualification criteria (PQ) for procurement of 30 Ton BOP control Unit:

SI No.	Qualifying Requirement	Documents to be submitted
1	The vendors should be resourceful and capable, having experience in manufacturing/supply of similar components. Evidence of supply of items of similar/ higher capacity to Indian companies in the last 10 years either directly or through their distributor/ agent.	The vendors should submit the following documents: 1. Copy of purchase orders executed 2. Performance certificate of supplied items of similar/higher capacity to be submitted. 3. Certificate of load test to the rated capacity of the offered equipment.
2	The vendors should either have their own manufacturing facility or they should be authorized Distributor /Re-seller/Indian agent of the manufacturers for the product samples submitted	Documentary evidence must be Furnished.
3	Organizational soundness	D&B Report (For foreign vendors) Audited accounts(For Indian vendors)
4	Additional documents	Technical literature/ catalogues to be submitted along with part-I bid.
<p>Note: The documents as required above shall be submitted along with Part-I Bid(i.e. Techno commercial Bid) otherwise offers are liable for rejection. All communication with reference to this tender to be in ENGLISH only.</p>		

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ADDITIONAL CONDITIONS AND INSTRUCTIONS TO BIDDER

(Attachment to Enquiry  Due on Date..... for s ubmission by 11.00 hrs to open from 14.00 hrs.)

NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations , if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as "NON DEVIATABLE".

Sl. No.	DETAILED TERMS & CONDITIONS		DEVIATIONS /	NON DEVIATABLE
1	SCOPE OF SUPPLY:		DEVIATIONS /	NON DEVIATABLE
A	Signed & Sealed offers are invited for Scope of Supply and Services as detailed in the enquiry. Relevant enclosures/ supporting documents / catalogue, if any shall be enclosed to the technical offer.		DEVIATIONS /	NON DEVIATABLE
2	GENERAL INSTRUCTIONS:			
A	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English only.		DEVIATIONS /	NON DEVIATABLE
B	Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read along with the General Conditions of the Contract of BHEL.		DEVIATIONS /	NON DEVIATABLE
C	BHEL reserves the right to decide the tender through Reverse Auction (RA) route. Bidders are requested to go through RA guidelines (which are attached) and confirm acceptance of the same. Otherwise the offer is liable for rejection. BHEL will decide (after technical bid opening), at its discretion, to process the tender through Reverse Auction or by opening price bids. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them.		DEVIATIONS /	NON DEVIATABLE
D	Vendors, taking deviations from the specified conditions , should indicate the same clearly in deviation column with reasons for such deviation . However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.		DEVIATIONS /	NON DEVIATABLE
E	Offers shall be submitted directly by vendor or his authorized representative /agent only and the offer should be in line with regulatory guidelines (i.e Agency agreement between principal vendor and agent / representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency Commission etc.). OEM details shall be provided if supplier is not a manufacturer. Bid envelopes shall bear the name of Supplier. In case of submission through authorized representative/agent, the name of representative/agent should be mentioned in addition to supplier name.		DEVIATIONS /	NON DEVIATABLE
F	Bidder can also submit offer through email at his own risk. However, such email offers shall be sent only to tenderbox@bhelhyd.co.in . Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is in no way responsible for non receipt of offers sent through email due to server break down / Internet failure / transmission error etc. In case of e-mail offers, vendor name, address including contact details shall be mentioned.		DEVIATIONS /	NON DEVIATABLE
G	Offer received after the specified time of submission will be rejected. No further correspondence shall be entertained.		DEVIATIONS /	NON DEVIATABLE

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3		OTHER PARTICULARS (Bidder to indicate applicable data)
A		Name of the Bid currency (freely tradable foreign currency for foreign bidders and Indian Rupees for Indian bidders).
B		Name of the Port of loading (applicable to imports).
4		BID SUBMISSION PROCEDURE:
I		For two-Part Bids:
A	NON DEVIATABLE	Two part bid consisting of i) Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, agency commission, duties, taxes and other charges except the price , superscribing enquiry No. (Techno-Commercial Bid) and due date AND ii) Price Bid (Part-II), which shall be submitted in the format attached containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges. shall be kept in a separate sealed cover supersubscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover supersubscribing Enquiry no. & due date. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supercede any terms and conditions specified otherwise in price bid.
B	NON DEVIATABLE	Techno-commercial Bid will be opened on the assigned date and price bids of only techno commercially acceptable bidders shall be opened with advance intimation. In case BHEL opts for Reverse Auction, the date of conducting RA will be intimated separately to all the acceptable bidders.
C	NON DEVIATABLE	The bidders whose bids are techno commercially not accepted will be informed & EMD (Earnest Money Deposit) shall be returned wherever submitted.
D	NON DEVIATABLE	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, commercial terms/conditions as specified in NIT and in the opinion of BHEL such changes warrant changes in prices. BHEL at its sole discretion may also invite revised prices if there are major changes in scope. Revised price bids/impact price will not be accepted after opening of technical bids unless otherwise specifically asked by BHEL.
E	NON DEVIATABLE	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening.
5		Delivery Instructions
A		Indigenous Purchases: Goods shall be delivered on FOR Destination basis to the named destination(s) or as specified in the enquiry.
B		Imports:
I		Foreign Bidders shall indicate port of export against this column.
II		Foreign Bidders to separately indicate both FOB / FCA prices as well as CIF - Mumbai, India prices.
C		Installation & commissioning drawings of the BOP handling system including technical literature/catalogues/spare parts lists in english language shall be submitted along with the part-1 offer for evaluation

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6	Documentation:	<p>A Indigenous Purchase</p> <p>Seller shall arrange to send to the Purchaser, Excise paid invoice (Original for Buyer and duplicate for Transporter), Commercial invoice, consignee copy of LR, Packing list , Pre-Despatch inspection report, Test/ Guarantee/ Warrantee certificate/ O&M manuals (as applicable) etc. immediately on despatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. The distribution of such documents will be further elaborated in the Purchase order.</p> <p>In case of despatches from vendor works to site, material receipt certified by site office shall be provided.</p>
B	Imports	<p>Seller shall arrange to send to the Purchaser one set of negotiable and one set of non-negotiable documents consisting of clean on-board Bill of Lading/ Air Way Bill, Original Invoice, Packing list, Pre-Despatch inspection report , Test/ Guarantee/ Warrantee certificate/ O&M manuals (as applicable) and other documents as indicated in the Purchase Order etc. In addition, Seller shall also send soft copy of the despatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as indicated in the Purchase Order through e-mail addressed to the Purchase Officer/ Manager concerned.</p>
7	Delivery Schedule	<p>The tendered goods shall be delivered within the period stipulated in PO . In case of imports and the terms of delivery is FOB/FCA, the date of BL/AWB will be considered as date of delivery. In case of CIF delivery terms, the date of Import General Manifest (IGM) shall be considered as date of delivery.</p> <p>Vendor to confirm/indicate the break up of delivery schedule as given below.</p> <p>Manufacturing cycle time</p> <p>Duration for Final inspection by BHEL/BHEL's appointed third party/AMERICAN BUREAU OF SHIPPING/M/s. DET-NORSKE VERITAS/M/s. BVIS shall be indicated against this column by the bidder in weeks.</p> <p>ii</p> <p>Duration for packing and dispatch shall be indicated against this column by the bidder in weeks.</p> <p>iii</p> <p>Transportation time shall be indicated against this column by the bidder in weeks.</p> <p>iv</p>
8	Pricing Terms	<p>Prices once quoted shall remain firm and valid during execution of PO. Offers with PVC will be summarily rejected except in cases where specifically called for in the NIT.</p>
9	PRICE VALIDITY :	<p>Unless other wise specified, offer shall be valid for a period of 120 days from the date of bid opening (Technical bid /part-I in case of two part bid). However the prices quoted for spare parts of the Main equipment shall be kept valid for a period of one year from the date of Placement of PO for the main equipment.</p>

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10	Taxes & Duties. (DATA TO BE INDICATED by the bidder against the space provided)	
A	Indigenous Purchase	
	The Taxes and duties e.g. Excise duty, Service Tax, Sales Tax, VAT etc. as applicable shall be quoted in the following manner.	
i	Excise Duty : To be quoted as extra in % or lumpsum as quoted in the price bid.	
ii	CST against form C in %. Bidder shall also indicate full rate of sales Tax where Concessional form can not be issued by BHEL.	
iii	VAT : To be quoted in %.	
NOTE: Bidders to ensure correct applicability of CST / VAT based on the Inter / Intra state movement of goods.		
iv	In case the vendor imports the equipment/items and dispatches directly to BHEL/Destination, the vendor may please indicate whether they can pass on CVD benefit and if so, the quantum of CVD to be indicated here.	
v	Other taxes & duties, if any to be indicated here .	
vi	NON DEVIATABLE	Taxes deducted at source: Issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.
B. Foreign Purchase (Imports)		
i	NON DEVIATABLE	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of despatch for his quoted FOB / CFR /CIF/FCA price.
ii	NON DEVIATABLE	Taxes deducted at source: Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.
11	Payment Terms: Unless otherwise specified, following shall be the terms of Payment.	
A		Indigenous: 100% payment along with taxes, duties, freight & insurance will be made with in 90 days from the date of LR/invoice. However payment would be done only after receipt of original documents, including site acknowledgement on LR (MRC - Material Receipt Certificate at site) / GR clearance at BHEL Stores. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days. The taxes and duties that are reimbursed would be the one applicable as on the scheduled Purchase Order delivery date or the amount actually paid whichever is less.

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B	Imports:-	<p>Supply: 90% (less Indian Agency Commission, if any) shall be paid against Irrevocable Letter of Credit which shall be opened only in the name of the vendor on whom the Purchase Order is placed. Letter of Credit will be opened one month prior to the scheduled delivery with three months validity including bank negotiation period of 21 days. The bidder should give 6 weeks prior intimation of readiness of material for placement of Letter of Credit. The bidder can alternatively opt for CAD/Sight draft payment terms.</p> <p>Balance 10% after receipt of material and submission of Performance Bank Guarantee for 10% of the order value issued by any one of the Indian Branches of BHEL consortium banks (list of banks attached) valid for a period of 24 months.</p> <p>All bank charges outside India will be to supplier's account.</p>
NON DEVIATABLE		<p>Note:</p> <p>(1) No advance payment is acceptable. The offer is liable to be rejected in case advance payment is insisted. However, in exceptional/rare cases, BHEL at its discretion, may consider advance payment against Bank Guarantee for 10% of advance amount issued / confirmed by any of the BHEL consortium banks.</p> <p>(2) Wherever EMD (Earnest Money Deposit) is applicable, it may be noted that no interest will be paid on EMD and the EMD will be paid back to participating bidders only after award and acceptance of contract by successful bidder.</p> <p>Successful bidder's EMD will be converted to SD (Security Deposit).</p>
NON DEVIATABLE		<p>Penalty clause:</p> <p>In the event of delay in supply of goods, penalty of 0.5% per week or part thereof shall be levied on the undelivered portion subject to a maximum of 10% of the order value.</p>
		<p>12</p> <p>Guarantee / Warranty Period:</p>
NON DEVIATABLE	NON DEVIATABLE	<p>A</p> <p>Material shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier. (Deviation to this clause is not acceptable.)</p> <p>B</p> <p>Bidder to confirm supply of spares for a minimum of 10 years after supply.</p>
<p>NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.14. The Vendors may specifically note the following.</p>		
14	<p>Evaluation and Loading Criteria:</p>	
A	<p>Evaluation of prices shall be done on total package unless otherwise specified in the enquiry. Evaluation shall be on the basis of delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.</p>	
B (a)	<p>In case of foreign bidders, the quoted FOB/FCA price shall be loaded by the following factors to arrive at the Delivered Cost:</p>	
I	<p>- Marine freight and insurance: @ 3% (10% for plates, pipes, rounds & structurals) . In case of CFR offers, insurance @ 0.1% will be loaded.</p>	
II	<p>- Import duty as applicable at the time of Price/ Part-II bid opening.</p>	
III	<p>- Port handling/ clearing charges & inland freight : @ 3.0% of FOB/FCA value (5% for plates, pipes & structurals).</p>	

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<p>B (b) Incase of Indigenous Bidders, Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 3% of Ex-works value (5% for plates, pipes, rounds & structurals) unless otherwise mentioned in enquiry.</p>	
<p>C Deiated Penalty : Any loading on penalty clause shall be 10% or to the extent to which it is not agreed to by the vendor.</p>	
<p>D Deiated Payment Terms: In case BH&L considers any deviation in payment terms, the bids shall be loaded with 18% interest per annum.</p>	
<p>15 Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. 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 from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.</p>	
<p>16 RIGHT OF REJECTION/ NON- PLACEMENT OF PO: BH&L reserves the right to accept or reject any or all bids/ in full or part without assigning any reason whatsoever.</p>	
<p>17 All the correspondences like quotations, offers, drawings, specifications, QA P etc. shall be in English Language only.</p>	
<p>18 The L1 Bidder shall be arrived at, by computing all the costs including transportation up to BH&L Hyderabad</p>	

Signature of the Bidder
with date and seal