



Due date: 17.12.2014

Sub: BHEL-HEEP/OPEN-TENDER (Procurement of Rubber Wheel Bonded Onto Cast Iron Blank with Bearing)

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 offers are invited in **Two-Part Bid** for procurement of Rubber Wheel bonded onto cast iron blank with bearing from the manufacturers (registered as well as unregistered) for the supply of the following items:-

Tender No.	Item Description	Qty.(No)
NIT/E/6743/2014/3876Y1	Rubber Wheel bonded onto cast iron blank with bearing	30

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

The last date for taking tender documents shall be 16.12.14 & opening of tender shall be 17.12.14. Tenders will be received up to 1.45 P.M. on 17.12.14 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 17.12.2014) 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 indigenous vendors (or equivalent amount in foreign currency for foreign vendors) tender in the form of bank draft while submitting the tender documents as detailed in "Instruction to Bidders", after down loading from this web site.

All Govt. of India / Central & State PSUs / State Govt. entities / Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc.) are exempted from submission of EMD. Further, Micro and Small Enterprises registered with NSIC are also exempted from submission of tender fee.

***Authorized trading houses/distributors have to submit a supplying Mill's authority certificate for participating in these tenders in original in the Mill's letter head duly signed by Mill's competent authority (with Full name, Designation, valid email & contact number) along with the offer. In absence of the above authority letter, offer from stockiest/ trading houses are liable for rejection**

Mill's having no supply experience with BHEL for this Rubber Wheel bonded onto cast iron blank with bearing, are requested to furnish evidence / supporting documents for supply of same Rubber Wheel bonded onto cast iron blank with bearing to leading power equipment manufacturers. BIR report shall be assessed by BHEL prior to opening of price bid and subject to satisfactory report, offer shall be considered further. BHEL may also reserve the right to visit the mill's prior to price bid opening. Vendors who are not registered with BHEL and participating in this tender shall submit duly filled-in Supplier Registration

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 nandlal@bhelhwr.co.in or neel@bhelhwr.co.in or dbhatt@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.

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 ARE REQUIRED TO SUBMIT TENDER FEE FOR TENDER at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be



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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

1. DEFINITION

- a. **Registered Vendors** - Are those who are registered with BHEL, Haridwar for Size/Weight of tendered items.
- b. **Un-registered Vendors** - Are those who are not registered with BHEL, Haridwar for Size/Weight of tendered item.

2. MANDATORY PRE-QUALIFICATION REQUIREMENTS FOR CRNGO/MAGNETIC STEEL SHEETS

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

Following are the mandatory pre-Qualification requirement (Technical) for both the tenders. Offer of Vendors not meeting these requirements will not be considered.

Annexure-1

Description of BHEL requirement	To be supplied/confirmed submitted by	Offered	Deviation	Remarks
Only those vendors should quote who have supplied Rubber Bonded Wheels of loading capacity of atleast 250 Kgs in last ten years(on date of opening of Tender). The following information should be submitted by the vendor about the companies where aforementioned Rubber Bonded has been supplied	Vendor to accept and confirm			
1.Name of the customer/company where Rubber Bonded Wheels have been supplied.	Vendor to inform			
2. Complete Postal address of the customer.	Vendor to inform			
3.Month & Year of supply	Vendor to inform			
4.Parameters and application for which Rubber Bonded Wheels is supplied	Vendor to inform			
5.Name and designation of the contact person of the customer	Vendor to inform			
6.Phone,Fax no and email address of the contact person of the customer	Vendor to inform			
7.Supporting documents (such as P.O., invoice etc) regarding Rubber Bonded Wheels supplied to them	Vendor to inform			
8. BHEL reserves the right to verify the information provided by the vendor. In case the information provided by the vendor is found to be false/ incorrect, the offer shall be rejected.	Vendor to accept and confirm			



Vendors must confirm to above Minimum Qualifying Requirements.

3. **Validity of offer:** The offers shall be valid for a period of minimum of 90 days reckoned from the date of Part-I-Technical bid opening date. The rates so agreed shall be valid till completion of the contract or any extension thereof agreed with mutual consent.

NOTE: The requirement of individual items may be quite different - depending on confirm order to BHEL by our customer, changes in production schedule, customer requirements & other contractual issues with customer etc. To cater this situation, it is proposed that full flexibility shall be available to BHEL to alter the quantities of individual items mentioned above.

4. **Clause by Clause acceptance**

- A) Bidder shall confirm clause by clause acceptance to all the terms and conditions of the enquiry, Purchase specifications EMT-2004 respectively and bring out clearly deviations, if any from
- i. Purchase specification EMT-2004.
 - ii. Terms and conditions contained in this Annexure- A(for import suppliers) and Annexure-B (for indigenous suppliers)
- A) **All testing requirement as called in the purchase specification EMT-2004. must be part of the MTC to be issued by the Mill along with the supply.**

ESSENTIAL INSTRUCTIONS

1. Only those bids will be opened which have been submitted & tender fee. Those vendors who are quoting for more than one tender are required to submit tender fee for each tender.
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) by Foreign Vendors or Indigenous Vendors and "Non Disclosed Agreement"(NDA). Vendor (s) shall not be considered for part-II and ordering if not approved by BHEL. The Supplier Registration Form(SRF) can be downloaded from www.bhel.com
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. 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.**
- c. **Exchange rate (TT selling rate of SBI) prevailing on the tender opening date (Part-I tender opening date) shall be taken for evaluation of the price bids under this tender.**
- d. **Bids shall also be loaded maximum upto@ 10% for non-acceptance of penalty on account of delayed deliveries and also for any deviation in the payment terms from ones offered under this enquiry.**

Note: In case the bid is only on CIF/CFR basis, evaluation will be done with offered CIF/CFR rates only.

12. 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.
13. Total weight -- /Gross / Net in Kg. & also package size essentially should be indicated if not exact then approximate.
14. 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.**
15. **Replacement of Rejected goods:** Final inspection for acceptance of goods shall be at BHEL's works after receipt of material and results shall be binding on the Seller. In case of rejection due to non-compliance to agreed specification and for the reasons attributable to Vendor, the material shall be replaced by vendor free of charge on "F.O.R. BHEL works basis" including inter-alia cost elements such as total transportation, insurance, custom duty, port clearance charges & other taxes/levies etc. as applicable. The rejected goods shall be subsequently returned to the Vendor on their cost.

Materials supplied shall be covered under guarantee for a period of minimum one year. In case material fails during application at plant due to reasons attributable to non-conformance of electrical, chemical and mechanical standards the same should be replaced within two-three months from notice.

16. 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.

17. 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.

18. 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.

19. 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-1 (For unregistered vendors only)
- b. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid giving FOB or C&F term and delivery schedule.
- c. **Annexure –A(by import suppliers) and annexure-B (by indigenous Suppliers)** - Compliance sheet for technical/commercial terms and conditions for two parts tender.
- d. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- e. Details of activity outsourced.
- f. 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 basis separately. 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. **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.**

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 to be kept in one envelop – Envelop –A. On the Top of the envelope, 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



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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.