



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
ELECTRICAL MACHINE REPAIR PLANT
Plot No.D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East),
MUMBAI - 400 093
[(28358707/28358738) Fax 022-28231161/28364587]
•E mail :csdeolika@bhel-emrp.com / shiwani@bhel-emrp.com
NOTICE INVITING TENDER

BHEL/EMRP/PUR/Y/210433678R1

Date: 27.05.2015
W.O.No. 3830-14

M/S.....

Sub: NIT for Supply of material

Sealed tender are invited in two-bid system for supply of following material
(Earthing Material for Mangdechhu Project).

- a) GI Flats 75x12 MM (5 to 6 mtr) (QTY: 42390 Kg) **IS code 2062 GR A, IS: 2629 & IS 2633.**
- b) GI Flats 25x6 MM (5 to 6 mtr) (qty: 3533 Kg) **IS code 2062 GR A, IS: 2629 & IS 2633.**

1) Technical Terms & conditions:

- 1.1 Supply of (**Earthing Material for Mangdechhu Project**).
- 1.2 Acceptance Norms: As per **IS code 2062 GR A, IS: 2629 & IS 2633.**
- 1.3 Please quote in Indian rupee, offer received in other currency will not be accepted.

NOTE:

- 1) All GI Flats shall be of the same/equal length.
- 2) Vendor to specify the following details item wise in their bids:
 - a) Length of GI Flats.(each unit length should be 5-6 MTR)
 - b) Total Number of GI Flats
 - c) Total weight of GI Flats
 - d) Approximate required quantity in Meters: Quantity of 75x 12 GI Flats=6000 mtr, Quantity of 25x6 mm GI Flats=3000 mtr
 - e) Total QTY variation accepted (-0% to +0.5%) for 75x 12 MM GI Flats and (-0% to 1%) for 25 x 6 mm GI Flats, in KGs.
 - f) Length above 6 meter is not accepted due to logistics reasons.
 - g) Successful Bidder should submit the QAP as per enclosed format.

Batch Test Certificate: Mechanical & chemical test certificates as per material specification & relevant is standard mentioned. Vendor has also to confirm co-relation between material & TC included co-relation with parent ingot test certificate and dimensional report. The material shall be free from rust.

Important Note:

1. The offers of the bidders who are on the banned list, as also the banned list of offers of the bidders, who engage the services of the banned firms, shall be rejected. the list of banned firms available on BHEL site www.bhel.com.
2. "MSE suppliers can avail the indented benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure – I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE suppliers till the supplier submits these documents."

Commercial terms & conditions, General terms & conditions and Procedure for submission of tender are enclosed herewith. Offer should be submitted strictly in accordance with the same.


Tender Enquiry No: BHEL/EMRP/PUR/ Y /210433678R1 Dt. 27.05.2015

Tender Submission date: 18.06.2015 up to 2.00 pm.

Tender Opening date: 18.06.2015 at 2.30 pm. in conference Hall.

Anticipating your reply.

Yours faithfully
For Bharat Heavy Electricals Ltd.


Sr DGM (MM) 27/5/15

Annexure I

Tender Enquiry No. BHEL/EMRP/PUR/ Y / 210433678R1 Dt. 27.05.2015

Bidder's Ref No: _____

NO DEVIATION CERTIFICATE

We here by accept and agree to all the Techno-Commercial & general terms & conditions given in the tender enquiry No. BHEL/EMRP/PUR/ Y /210433678R1 Dt. 27.05.2015 without any deviation.

Authorized Signatory,
With seal of the company

OR

PROFORMA FOR DEVIATION TO TENDER TERMS SOUGHT BY BIDDERS

BHEL expects the bidders to fully accept the terms and conditions of the NIT. However, deviations if any considered essential by the bidder may be communicated in the following proforma. Deviation not listed in the following deviation proforma, even if mentioned elsewhere in the offer document shall not be considered.

Sr. No.	Clauses	Accepted	Not Accepted	Deviation
1	Technical clause 1 to 1.2			
2	Commercial Clause: Price clause 1.1			
	Documentation clause 1.1.1			
3	Validity clause 1.2			
4	Price variation clause 1.3			
5	Delivery required clause 1.4 & 1.4.1			
6	Delayed Delivery Penalty clause 1.5			
7	Place of dispatch 1.6			
8	Delivery place clause 1.7			
9	Transportation clause 1.8			
10	Packing & Forwarding clause 1.9			
11	Payment terms clause 1.10			
12	Taxes & duties clause 1.11			
13	Transit Insurance 1.12			
14	Octroi clause 1.12a			
15	Inspection clause 1.13			
16	Interpretation of Contract 1.14			
17	Evaluation criteria clause 1.15			
18	Submission of QAP			
19	General terms & conditions clause 3.1 to 3.5			

We confirm acceptance of all other terms and conditions of NIT

Signature of the bidder
Seal of the company

Note: It may be noted that offers with deviation & cost implications columns not filled are liable to be rejected

Annexure II

Pre-Qualification Criteria

Tender Enquiry No. BHEL/EMRP/PUR/ Y /210433678R1 Dt. 27.05.2015
Bidder's Ref No: _____

- 1. Vendor should submit copy of at least one PO for the supply of above mentioned item in last 2 years from the date of bid submission.**
- 2. Vendor should have the turnover of 10 lakhs in last 2 years and audited balance sheet to be submitted for one year.**
- 3. BHEL registered vendor should submit the vendor code document name of BHEL unit where vendor is registered for this item.**
- 4. The offers without supporting documents as per PQR may not be considered for price bid opening.**
- 5. These documents (SI no 1 & 2) are not required for regular PMD vendors.**

Note: Necessary supporting documents should be submitted in technical bid

Authorized Signatory, with
Seal of company

Annexure III

Tender Enquiry No. BHEL/EMRP/PUR/ Y /210433678R1 Dt. 27.05.2015
Bidder's Ref No: _____

Proforma for Price Bid Part "B"

Description	Qty. In KGs.	Unit Rate per KG as per total cost to BHEL as per break up below in Rs.	Total Price
1) GI Flats 75x12 MM (5 to 6 mtr)	42390 Kg		
2) GI Flats 25x6 MM (5 to 6 mtr)	3533 Kg		

Break-up of above total unit rate

Sr. No.	Description	GI Flats 75x12 MM (5 to 6 mtr)	GI Flats 25x6 MM (5 to 6 mtr)
1	Basic rate per KG.		
2	Excise duty if any(Specify rate)	Not applicable for export project	Not applicable for export project
3	CST / VAT if any(Specify rate)	Not applicable for export project	Not applicable for export project
4	Transportation cost		
5	Service Tax on transportation		
6	Insurance		
7	Any other (Specify)		
8	Total (1+2+3+4+5+6+7)		

Note:

1. Vendors should clearly indicate the rates of taxes and duties applicable as per above Proforma.
2. Final evaluation shall be carried out after considering CENVAT / VAT credit available to BHEL.
3. Vendor to confirm relevant documents will be provided to BHEL for availing CENVAT / VAT credit.

Authorized Signatory, with
Seal of company

1. COMMERCIAL TERMS AND CONDITIONS

Price: Price should be quoted strictly as per proforma for price bid, FOR destination basis Inclusive of transportation, or any other transit expenditure. Vendor has to supply the item at delivery place mentioned in Cl.1.7.

- For bid evaluation, price will be calculated on the basis of landed cost to BHEL as per the price proforma.

Documents Required : Vendor has to submit the following documents in Eight Sets :

- a) Batch Test certificate: mechanical, electrical, chemical properties as per IS-2062A to furnish before dispatch.
- b) Guarantee Certificate valid for 12 months from the date of Commissioning or 18 months from the date of supply of material.
- c) Completely filled Annexure-II of NIT in Price Bid envelope.

1.2 **Validity of Offer:** - 90 days from the date of technical bid opening.

1.3 **Price variation clause:** Price offered should remain firm till the supply of material.

1.4.1 **Delivery Period:** Within 6 weeks

1.4.2 **Delivery Schedule:** 6 weeks

The Material is required to complete the project in stipulated time. Vendors are required to accept the delivery schedule stated above. In case BHEL does not get sufficient response accepting our delivery schedule, then offer with deferred scheduled will be accepted. In such case loading on their basic price will be done @0.5% per week of Basic Price to calculate the landed cost to BHEL.

1.5 **Delayed Delivery Penalty:** LD shall be 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value. In case of any change to the order value, the LD shall be 0.5% of the revised order value per week of delay or part thereof subject to a maximum of 10% of revised order value. In case of staggered delivery schedule, LD shall be 0.5 % per week of delay or part thereof subject to a maximum of 10% of the undelivered portion.

1.6 **Place of dispatch:** - The vendor has to clearly specify the place from where material will be dispatched.

1.7 **Delivery Place:**

Consignee Address
Mangdechhu Hydroelectric Project Authority (MHPA),
Khamey, Trongsa, Bhutan.

1.8 Transportation: Shall be arranged by Vendor. Vendors offer should give Price Break-up, i.e. Ex-works/Ex-Go down & Transportation.

1.9 Packing & Forwarding: Price should be quoted inclusive of all Packing & Forwarding charges.

1.10 Payment Terms:

- Payment of 90% of Order Value will be made within 90 days (45 days for MSMED) of submission of bills with proof of receipt of material from our site representative (Original receipted LR to be submitted).
- Balance 10% after completion of total supply within 90 days (45 days for MSMED vendor).
- 100% payment will be made within 90 days (45 days for MSME vendor) if total supply is complete in one lot.
- Progressive payment can be made after deduction of L.D. if any as & when the items are dispatched from your works.
- Payment will be made through e-payment only. Vendor should furnish bank details if not submitted earlier.
- Any deviation in payment terms Quoted by vendors is not accepted.

1.11 Taxes & Duties: Bidders to clearly specify the taxes and duties applicable on the date of submission of offer. However, any statutory variation in the rates and taxes and duties after the date of submission shall be considered and actual rates applicable at the time of dispatch of material shall be payable at actual against documentary evidence.

1.11.1 Excise Duty: This being a physical export, Excise duty exempted. Necessary documents will be provided at the time of dispatch. Vendor has to submit excise registration details & other relevant documents to avail ED exemptions,

1.11.2 Sales Tax: This being a physical export, sales tax is exempted; 'H' form will be provided to the successful bidder after completion of supply.

1.11.3 For tender evaluations, Excise duty & sales tax will be considered as NIL.

1.11.4 Custom clearance: At Bhutan border is in vendor scope. Custom clearing agent is M/s Lharig Enterprises, Phuntsholing, Bhutan Ph: 00975-5-254049, Mobile:0097517110302.email:lharibgt@gmail.com.Any clearing charges are 1900/- Per vehicle, however vendor may contact clearing agent for details.

1.12 Transit Insurance :By BHEL

1.12a Octroi charges/Entry Tax if applicable: Not Applicable. Road Permit will be issued to the vendor, if applicable.

1.13 Inspection: BHEL / or its customer / TPI shall inspect the material before dispatch. In the event BHEL / customer waives off inspection, certified test report and results shall be submitted for approval. Vendor has to submit QAP's along with all the relevant Test certificates / Calibration certificates & Obtain approval on test report and Material dispatch Clearance Certificate, MDCC/MICC before dispatch of material.

- 1.14 Interpretation of Contract:** In case of two or more than two interpretations or differences in any of the technical specifications or terms and conditions of the contract then the interpretation which is in favour of BHEL shall be final & binding
- 1.15 Evaluation Criteria:** Price evaluation shall be done on the basis of landed cost of both items combined together.
- 1.16 Risk Purchase:** In case the successful tenderer fails to adhere to the agreed schedule for supply or fails to comply with the terms and conditions of the purchase order. BHEL reserves the right to source such material/component/equipment/system from any other agency at the risk and cost of the successful tenderer. The cost of such purchases along with 25% overhead charges shall be recovered from the bills pending from any other unit of BHEL. In the event of no amount being out standing from BHEL, successful tenderer shall be liable to pay to BHEL the above amount immediately on demand. The decision regarding applying risk-and purchase clause from BHEL shall be final & binding.
- 1.17 Force Majeure:** The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural Calamities, Frost, Fire, flood, Civil War, Civil Commotion, Riot, Government Restrictions.
- Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certifies by local chamber of commerce/statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service without loss of time.
- In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.
- In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.
- 1.18 Submission of QAP:** Please submit the QAP plan of the item after readiness of the material for further dispatch

2 PROCEDURE FOR SUBMISSION OF TENDER

- 2.1 Bidder shall submit the offer in two bid system in two different sealed Covers.
- 2.2 Part 'A': Techno-Commercial Bid
- 2.3 Part 'B': Price Bid

- 2.4 Tender No., date and due date of opening should be written on both the covers.
- 2.5 These two covers shall then be placed in a large cover and sealed. The Large cover should also have Tender no., Date and Due Date. This should be dropped in the tender box placed at the entrance of our works before due date and time.
- 2.6 **Part 'A' - Techno Commercial Bid:** Techno Commercial Bid shall contain technical and commercial offer as per NIT Proforma, indicating acceptance of NIT terms, as per Annexure-I. Acceptance of all technical and commercial terms and conditions given in the format **Annexure I**. (No Deviation certificate and deviation Proforma), duly filled in signed as required. Blank Price Bid Proforma indicating only the rates of taxes and duties applicable, **without rate / price for material**, should be enclosed with the techno-commercial bid Part A.
- 2.7 Any deviation in the above mentioned terms and conditions or conditional offer may render the offer invalid and shall be liable to be rejected, and price bid of such bidders shall not be opened. Price bid of only those bidders shall be opened whose Techno-Commercial offer is found suitable and acceptable. Date of opening of price bid shall be communicated to only those bidders whose Techno-Commercial bid will be accepted.
- 2.8 **Part 'B':** Price Bid Part B should contain only the price duly filled in Price Bid Performa Annexure II, **without any terms and conditions**. Any terms and conditions, if mentioned in the price bid, shall be ignored and not considered.
- 3 GENERAL TERMS AND CONDITIONS**
- 3.1 BHEL reserves the right to reject the offer and or award the work in full or part without assigning any reason.
- 3.2 Tender should be free from over writing and erasers, additions if any must be attested.
- 3.3 Purchase Order will be subject to general conditions of purchase prevailing in Bharat Heavy Electricals Limited.
- 3.4 Any dispute arising out of this shall be referred to the sole arbitration of Unit Head, BHEL, EMRP, Mumbai OR any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Mumbai.
- 3.5 All suits in respect of this NIT shall be in the courts of Mumbai.


SR DGM-MM 27/4/15