

  <p>ISO 9001, ISO 14001, OHSAS 18001 &SA8000 Certified Company</p> <p>SubContract and Purchase Department.</p>	<p>भारत हेवी इलेक्ट्रिकल्स लिमिटेड (भारत सरकार का उपक्रम) BHARAT HEAVY ELECTRICALS LIMITED (A Govt. of India Undertaking) पावर सेक्टर, उ.क्षे.परिसर, प्लाट नं.25, सेक्टर-16ए, पोस्ट बॉक्स सं.55,नोएडा-201301, Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301 Ph : 0120-2416500/2416566 , Fax: 0120-2416528 / 2416525 E-mail: cs@bhelnsr.co.in; skant@bhelnsr.co.in</p>
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E-TENDER ENQUIRY

E - TENDER ENQUIRY NO. & DATE	BHEL/PSNR/SCP/CS/E-2724 & DATE:03.11.2015
DUE DATE & TIME OF TENDER SUBMISSION	On 18.11.2015 AT 1330 HRS
DUE DATE & TIME OF OPENING OF TENDER	On 18.11.2015 AT 1530 HRS

BHEL Power Sector, Northern Region invites sealed quotation for the following Store in **two part bid** system THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> ONLY;

DESCRIPTION OF STORE	DESTINATION FOR SUPPLY & SUPERVISION	DELIVERY SCHEDULE
Supply of Chemicals and monitoring instruments on 'FOR' BHEL ROD Godown, Chennai Port, Export seaworthy packing and Supervision of CHEMICAL FOR CW TREATMENT SYSTEM for 4x125 MW, KOSTI THERMAL POWER STATION, SUDAN and determination of corrosion rates, scale deposition and bio-fouling at regular basis in line with the technical specifications (Section – 'B') of Tender.	1. Supply of Chemicals up to BHEL ROD GODOWN, CHENNAI PORT. 2. Supervision service at BHEL-KOSTI SITE, SUDAN	1. Supply of Chemicals within 30 days from the date of P.O. 2. Supervision of the treatment program at BHEL – Kosti site as per clause 18.0 of SCC (Part – 'C') of Tender.

IMPORTANT NOTE:

This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted.

The Tender Document comprise of following;

PART – 'A' : PRE – QUALIFICATION REQUIREMENT (PQR)

PART – 'B' : TECHNICAL SPECIFICATIONS – (Page 1 to 31, Separately enclosed)

PART – 'C' : SPECIAL CONDITIONS OF CONTRACT (SCC)

PART – 'D' : UNPRICE SCHEDULE

PART – 'E' : PRICE SCHEDULE (INCLUDING PRICE BREAK-UP)

PART – 'F' : GENERAL CONDITIONS OF CONTRACT (GCC) – (Page 1 to 31, Separately enclosed)

PART – ‘A’**PRE – QUALIFICATION REQUIREMENT (PQR)**

(A) Performance Certificate (along with copy of relevant purchase order) from the end-user for at least one successfully executed contract for CW Treatment system having a circulating flow of not less than 8000 cum/hr in alkaline pH range consisting of scale/corrosion inhibitor dosing system and bio dispersant dosing system .The above plant should have been successfully in use for at least two years as on date of techno commercial bid opening in thermal power station unit or in a similar industry/application.

(B) Supplier should be a manufacturer for the CW Treatment chemical dealing with the package on regular basis.

(C) Supplier to submit the following document:

- i. Experience details for 5 recently executed contracts/ evidence of continuity of business. Please use the format given in Annexure - 1.

(D) Mere submission of above documents does not entitle suppliers for enlistment or issue of tenders and the same shall be subject to BHEL scrutiny and / or physical survey of facilities.

ANNEXURE - 1**EXPERIENCE DETAIL FORMAT**

SL. NO.	DESCRIPTION OF PROJECT	BRIEF SCOPE OF WORK	P.O. REF. NO. & DATE	DATE OF COMPLETION AS PER P.O.	PERFORMANCE CERTIFICATE ENCLOSED (Y/N)	REMARKS

PART – ‘B’**TECHNICAL SPECIFICATIONS**

Technical Specifications No. PE-TS-250-156-A002 (page 1 to 31) enclosed separately.

SPECIAL CONDITIONS OF CONTRACT (SCC)**IMPORTANT NOTES:**

This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING DOCUMENTS
TECHNO-COMMERCIAL BID	1. Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) 4. Duly filled all annexures except price & unpriced format (To be attached in Attachment section). 5. All supporting documents/ Annexures etc., as applicable (To be attached in Attachment section). 6. No deviation certificate in bidder's letterhead as per format given in GCC (To be attached in Attachment section).
PRICE BID	7. Duly filled in Price Schedule as per Tender. (To be attached in price bid Attachment section) <i>Any other document uploaded in the price bid, as per tender format, shall not be taken into cognizance for evaluation of offer.</i>

1. SCOPE OF WORK:

(A) The scope of supply of Chemical and supervision for CW treatment system is as per Technical Specification (Part – 'B') of Tender. Supplier to note that supply and supervision is an integral part included in scope of work and in case any bidder is not providing supply and supervision services (as per tender), the offer shall be rejected.

(B) Bidders need to offer the Chemicals meeting the system requirement for SIX (06) months. Supplier to supply all the material in single Lot.

(C) Material to be delivered up to BHEL ROD Chennai Godown/ Port in sealed containers/ drum in pelletized condition. Unloading at ROD- Chennai and further stuffing in BHEL containers and export shall be in scope of BHEL. Custom clearance shall be in BHEL/ STPG (BHEL's customer) scope.

2. PRICE BASIS:

Price in INR should be quoted for F.O.R destination at BHEL ROD Chennai Godown/Port.

3. EVALUATION CRITERIA:

Supplier shall supply all the material in single LOT. Evaluation criteria of the bids shall be based on total cost to BHEL at Kosti Sudan Site. For this purpose the amount calculated from the Loading Formula as per Clause 17.0 of SCC of Tender shall be added to supplier's F.O.R Chennai delivery price & the price of supervision charges and afterwards evaluation shall be done.

In case any material left or/and later supplier informed that any additional material is required to achieve the performance parameter (in line with technical spec. as per Part - 'B' of Tender), the delivery of material up to BHEL Kosti site, Sudan shall be in supplier's scope. However, BHEL may facilitate that shipment but the entire cost of additional materials including all charges for that shipment up to Kosti site, Sudan shall be on supplier's account. Also the transit period shall be in supplier's account and BHEL cannot be held responsible for any delay in delivery/ supply.

4. TAXES AND DUTIES:

4.1 (I) This being a Physical Export Project, the benefit of movement of goods without payment of Excise duty on self-manufactured items to **BHEL ROD Godown, Chennai Port** shall be available. The statutory changes in Taxes/ Duties and Levies, if any imposed by State/ Central Govt. during the contract delivery period on yourself manufactured items, shall be covered under this exemption. In order to avail the Exemptions for payment of Excise duty, the following procedure shall be followed by the bidder.

4.1 (II) EXEMPTION OF EXCISE DUTY BY BLOCK TRANSFER & ARE-1 by BHELPSNR, NOIDA APPLICABLE FOR VENDOR'S SELF MANUFACTURED SUPPLIES:

BHEL PSNR has already registered the Excise Bond (B-1) with Excise Commissioner, NOIDA, U.P. for this Project for permission to dispatch the goods without payment of Excise Duty from their vendor's works anywhere in India, by Block Transfer (CT-1) & ARE-1. In this regard, BHEL-PSNR, NOIDA shall issue the Block Transfer (CT-1) & ARE-1 to the supplier for availing above-mentioned exemptions. In order to get the Block Transfer (CT-1) & ARE-1 for exemptions of Excise Duty, the the bidder shall give request in writing before the dispatch of goods to BHEL-PSNR indicating the exact amount of Excise duty involved, rate of excise duty including Education cess, items descriptions, Tariff Head/ chapter etc. for obtaining Block Transfer (CT-1) & ARE-1 to the supplier, to their respective Excise range/ Office out of the Main Excise Block registered by BHEL PSNR, NOIDA with the office of Excise Commissioner, NOIDA, U.P.

4.1 (III) The ARE-1 in quintuplicate shall be issued by BHEL PSNR, NOIDA as **Main Exporter** to the successful bidder (only to the supplier on whom order is placed) and bidder shall also sign at the time of dispatch on all copies of ARE-1 with their Company Seal at the respective place provided in the ARE-1 (as Co-exporter). The cancellation of such Block Transfer shall be done by BHEL-PSNR, NOIDA. The supplier to enclose original ARE-1 (WHITE COLOUR) and second ARE-1 (BUFF COLOUR) duly filled in and endorsed at each ARE-1 at the back by their Local Excise range/office with seal as date and time of movement of goods along with the dispatch documents of goods to Chennai port. However, the supplier shall be responsible & bound to forward **pink copy of the ARE-1 to the BHEL PSNR, Noida** required as one of the enclosure for Cancellation of the Excise Bond OR copy of the letter from the Local / Range Excise Office forwarding the PINK copy of the ARE-1 directly to the Office of the Excise Commissioner NOIDA, U.P. shall be given by the supplier to BHEL-PSNR, NOIDA.

4.2 CENTRAL SALES TAX:

Bidder shall include the Sales Tax/VAT as applicable in their lump-sum Price.

5. DELIVERY/ COMPLETION SCHEDULE:

(i) Supply of Chemicals shall be **within 30 days** from the date of P.O.

(ii) The Supervision service for CW treatment system is required as per following schedule;

"Vendor need to depute their supervisor for SIX (06) months. First date of deputation shall be count from date of start of dosing of the supplied chemicals at BHEL Kosti Site."

6. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this Tender as per Part-'A'.

7. INSURANCE:

The inland Insurance covering the Vendor material from their works to the BHEL Chennai Port/ Godown shall be in BHEL Scope and the details of the same shall be collected by the successful bidder before dispatch of consignments to Chennai Port/ Godown. Vendor shall intimate the dispatch details to the Insurer before dispatch.

8. VALIDITY OF OFFER:

As per clause 7.0 of Instructions to Bidders of GCC.

9. INSPECTION/ DISPATCH CLEARANCE:

Chemical shall be cleared based on Certificate of Conformance (COC) by Supplier. Supplier shall submit Certificate of Conformance (COC) of chemicals to BHEL prior to packing the same. Packing shall be done only after getting the clearance from BHEL of COC submitted to BHEL. The material shall be packed in Sea worthy packing as per Technical Specification (Part – 'B') of Tender and Material dispatch clearance certificate (MDCC) shall be given by BHEL after BHEL CQS/TPI inspection.

For BHEL CQS/TPI inspection, the supplier shall raise inspection call on BHEL CQS for which details shall be notified to the supplier after award of PO. The charges for BHEL CQS/TPI inspection shall be borne by BHEL.

The MDCC shall be issued by BHEL-PSNR (Quality) on the basis of conformity of packing by BHEL CQS against BHEL CQS/TPI inspection of packing.

10. PAYMENT TERMS:

10.1 Total Package value (Supply of Chemicals & Supervision charges) to be break-up as per following;

- i) 85% of Total Package value shall be against Supply Portion.
- ii) 15% of Total Package value shall be against Supervision Charges (*Per Man-day charges shall be calculated as follows = 15% total order value/ 182 days*).

10.2 FOR SUPPLY PORTION [85% of Total Package value as per clause 10.1 (i)]:

- i) **Ninety per cent (90%)** of Invoice Value of materials supplied shall be paid against billing documents as per following;
 1. Supplier Invoice in original.
 2. Packing List duly signed by BHEL/ TPI Agency.
 3. Packing Inspection Report by BHEL CQS/TPI Agency
 4. ARE-1 Copy (endorsed at the back by their Local Excise range/office with seal as date and time of movement of goods to Chennai port)
 5. MDCC in original issued by BHEL-PSNR (Quality).
 6. LR Copy duly receipted by BHEL-ROD Chennai Port/ BHEL CHA at Chennai Port.
 7. Certificate of Conformance (COC) of Chemicals cleared for packing by BHEL.
 8. Submission of Performance Bank Guarantee (PBG) as per Clause.21 of SCC of Tender.

- ii) **Ten per cent (10%)** of Invoice Value of materials supplied shall be paid against the Copy of ARE-1 (both side after endorsement of the Custom Authority at Chennai Port)

10.3 FOR SUPERVISION [15% of Total Package value as per clause 10.1 (ii)]:

- i. For the purpose of payment of Man-day charges for Supervision, first date of deputation shall be counted from date of start of dosing of the supplied chemicals at BHEL Kosti Site.
- ii. Based on man-days deployed and certification by BHEL Engineer at site, monthly

payment will be made to the contractor on pro-rata basis. Payment shall be released by BHEL on monthly basis against invoice raised by vendor to BHEL With certified time sheets.

- iii. The weekly holiday (at BHEL Site office) and any other declared holidays at Project site shall be considered as working day for purpose of payment of Man-Day charges.

11. PAYING AUTHORITY:

MANAGER/ FINANCE, BHEL-PSNR. NOIDA

12. CONSIGNEE DETAILS:

(A) **ULTIMATE CONSIGNEE:** SUDANESE THERMAL POWER GENERATING COMPANY (FORMERLY NEC), 4x125MW KOSTI TPP, 88 GAMA AVENUE, KHARTOUM, SUDAN

(B) **PORT CONSIGNEE:**

BHEL DOCK OFFICE
NEAR MARSHALLING YARD, CHENNAI PORT TRUST,
CHENNAI – 600001

(Details of concerned BHEL official at Port office shall be provided at the time of dispatch of material).

13. DISPATCHES:

All consignments are to be made to the ultimate Consignee as per the address given above by road up to FOR Chennai Port on Freight Prepaid basis to the transporters.

14. SHORTAGES:

Shortages in sound cases shall be replenished free of cost by the vendor, as early as possible.

15. In case of any difference (on commercial matter only) in SCC and Technical Specification or any other part of tender, the SCC will supersede all such clauses.

16. As this is supply of engineered product, weight of material may vary from one supplier to other. Thus loading formula to make all the bidders at par (for delivery of material up to Sudan Site) is as per cl. 17 of SCC.

17. Loading formula (INR) =

$$108.57 (K) \left[m \left(1 + \frac{1.6042}{K} \right) + 17.0554 (Y) \left(1 + \frac{3.0252}{K} \right) \right] + 0.0185P$$

Where,

- m = weight of material (in MT) (including weight of pallets+ packing)
- Y = no. of containers. (to be round of up to next integer):

$$Y = \frac{\text{weight of product (in MT)}}{28.800 (MT)}$$

Example: If the weight is 60 MT, no. of containers shall be $\frac{60 (MT)}{28.800 (MT)} = 2.0833 \approx 3$ Containers. Thus Y = 3.

- K = SBI TT Selling rate (INR v/s USD) as on date of technical bid opening.
- P= rates in INR offered by bidder (total quoted rate up to F.O.R. Chennai Port). (As per clause 2.0 of Price Schedule (Part-E) of Tender)

18. SUPERVISION CONDITIONS: Supervision shall be governed as per *Annexure-1 of SCC* enclosed (except for the terms and conditions mentioned below);

- Supervisor shall be deputed for period of 06 (Six) months and one time To & Fro tickets (from India to Sudan & Vice-versa) shall be in BHEL Scope.
- Visa fees shall be borne by BHEL. BHEL shall guide/assist vendor to obtain VISA.
- In case of repatriation of supervisor by the bidder for a period of more than 7 days, supplier to arrange deputation of a substitute for that period. All the *additional expense* for arranging such deputation, shall be to supplier's account.
- Payment shall be made on pro-rata basis (based on availability of supplier's supervisor at site). The weekly holiday (at BHEL Site office) and any other declared holidays at Project site shall be considered as working day for purpose of payment of Man-Day charges.
- In case the Inputs as per *clause 5.0 of "Specific technical Requirement" (Section – C) of Technical Specification* shall not be provided by BHEL, supplier shall not be held responsible.
- The responsibility of statutory compliance and payment of taxes and duties (within India or at Sudan) for such deputation shall be in supplier's scope.

19. EARNEST MONEY DEPOSIT: Not Applicable

20. REVERSE AUCTION: As per clause 10.0 of Instructions to Bidders of GCC.

21. PERFORMANCE BANK GUARANTEE: As per clause 10.0 of General Commercial Terms & Conditions of GCC.

22. GUARANTEE / WARRANTY: As per clause 11.0 of General Commercial Terms & Conditions of GCC. Guarantee period for Supply of Chemicals shall be twelve (12) calendar months from the date of last dispatch.

23. MSE BIDDER: As per clause 11.0 of Instructions to Bidders of GCC.

24. ORDER OF PRECEDENCE:

In case of contradiction / conflict, the order of precedence shall be in the order as per clause 24.0 of General Commercial Terms & Conditions of GCC.

SPECIAL CONDITIONS OF CONTRACT FOR VENDOR SUPERVISION FOR PACKAGE
— CHEMICAL LAB EQUIPMENT

PROJECT - 4 X 125 MW, KOSTI THERMAL POWER PROJECT — SUDAN

1. Representatives to abide by Local Govt. statutory regulations and inform themselves of local state requirements.
2. Representatives to co-operate with other agencies at site and coordinate in association with BHEL and customer's engineers at site.
3. Representatives to follow the Health, Safety and Environment (HSE) regulations in force at project.
4. Representative to move to site within 2 weeks advance notice. Names/ Passport details with passport validity of at least 1 year to be identified in advance and request moved for invitation letter from NATIONAL ELECTRICITY CORPORATION, KHARTOUM, SUDAN (CUSTOMER) well in advance. Visa grant from SUDANESE embassy may take 2-4 weeks time.
5. All visa fees/ Medical fees to be borne by vendor. However, BHEL shall guide/assist vendor to obtain respective travel visa.
6. Working Hours: To work under local site applicable requirements. No overtime payable.
7. Taxes/ Duties/ Fees: All taxes duties/ fees as applicable are to be borne by vendor. All applicable taxes, which are required to be deposited by BHEL on behalf of the vendor, shall be recovered from each of their payable bill.
8. Medical: Vendor to arrange for medical insurance coverage for their representative. First aid medical facilities as available at Kosti TPP site Sudan shall be extended.
9. Deployment Schedule: Deployment needs to be planned in phased manner depending upon the progress of works at Kosti TPP site. Further review meetings shall be held at site to discuss work progress and deployment programme
10. Personnel deputed to site shall be an expert in their field/ responsible for direct supervision / execution of field activities. They should be able to interact with their parent division at their HQ for Trouble shooting operations/ Engg. Clarifications etc.
11. Expert Travelling to Sudan shall carry complete set of field engineering Documentation/ list of commissioning spares and contingency commissioning spares as envisaged by Vendor.
12. The contract of "Supervision of Erection/ Commissioning/ Testing for equipments" to be read along with ~~PEM's~~ GCC & SCC for supplies Purchase Order in particular context of defect liability/ warranty obligation, which shall prevail.
13. Visits as indicated shall be required for deputation. Expert to complete assignment for each phase/ visit as per BHEL's requirement. In case of site non- readiness/ mutual agreement with Site Manager/ BHEL, the deputation programme shall be mutually discussed and agreed upon.
14. Vendor to indicate their check list with detailed activity network with recommended manpower along with general tool and plants needed for site readiness for deputation of their personnel.

- 15.** Project Management meetings shall take place at BHEL — PSNR, Office before start of deputation and during course of execution (as per requirement). Responsible representatives from Vendor shall attend these meetings on BHEL's call.
- 16.** Protocols for erection/ commissioning operation shall be signed by vendor's representative at Kosti TPP, Sudan.
- 17.** Vendor's representative shall be under the administrative control of Site Manager/ BHEL Kosti TPP, Sudan.
- 18.** Vendor representative at site shall co-ordinate for their materials availability at site/ report shortage/ discrepancies of materials and associate himself for coordination/ compressing of erection/ commissioning schedule.
- 19.** All out efforts are to be made by both parties to complete site works within the most reasonable time/ earliest possible.
- 20.** Payment shall be made for visit of vendor representative as per the time count start from Indian Airport, return to Indian airport with site time sheets verification by Site Manager/ BHEL Kosti TPP Site for actual member of mandays utilized and satisfactory completion of works at site.
- 21.** Payment shall be released by BHEL on monthly basis against invoices raised by vendor to BHEL, PSNR, Noida with certified time sheets. All payments will be in Indian Rupees (**INR**) only.
- 22.** Field quality plans for system erection and commissioning activities shall be submitted to BHEL for approval immediately on receipt of order.
- 23.** Trouble shooting requirements, if any, attributable to Vendor supplies shall be attended free of cost on defect liability account. However, troubleshooting required on BHEL's call for defects attributable to BHEL shall be attended by Vendor on subject terms and conditions.
- 24.** The above services shall also be provided for PG Testing activity of the subject package (as per requirement) and special instruments for testing to be carried by vendor expert to site and can be brought back upon return.
- 25.** Supply of special tools/ mandatory spares/ commissioning spares requirements must be ensured by vendor as per terms of their supply package.
- 26.** Under force majeure conditions applicable to BHEL engineers, vendor's experts shall be repatriated at BHEL's cost.
- 27.** Payments shall be on pro-rata basis till satisfactory completion of works.
- 28.** All misc. expenses required by vendor's representative at Sudan are to be borne by vendor's representative.
- 29.** Rates quoted/ agreed shall remain firm till the completion of the contract.
- 30.** Security deposit/ guarantee submitted towards supply of materials shall also be treated as guarantee for supervision work and the subject contract shall remain valid till satisfactory completion of work.
- 31.** ~~Expected period of supervision for Erection & Commissioning of the package shall be for 5 days for 2 persons.~~
- 32.** List of facilities which will be extended by BHEL at Kosti TPP site is given in Annexure.

ANNEXURE TO SPECIAL CONDITIONS OF CONTRACT FOR VENDOR SUPERVISION

FACILITIES WHICH WILL BE PROVIDED BY BHEL

- | | |
|-------------------------------------|---|
| 1. ACCOMMODATION | Shared accommodation at Kosti TPP, Sudan shall be provided by BHEL. |
| 2. FOOD | Facilities for food etc. shall be extended to Vendor's representative (in line with BHEL's Engineers). |
| 3. AIR TICKET/ JOURNEY TICKET COSTS | Expenses for travel between India (Delhi/Mumbai or Chennai) and Sudan site shall be borne by BHEL. |
| 4. LOCAL CONVEYANCE | Local conveyance at site shall be provided by BHEL to the vendor's representatives in line with BHEL engineers. |
| 5. STORAGE | Storage with adequate space to keep drawings/ documents and tools & tackles shall be provided at site. |
| 6. SPECIAL TOOLS | Special tools provided with the equipment to be installed shall be made available to the vendor's representative. |

PART 'D'

UNPRICE SCHEDULE: As per separate Attachment. Refer, Unprice Part (.xlsx file).

PART 'E'

PRICE SCHEDULE (INCLUDING PRICE BREAK-UP): As a separate Attachment. Refer, Price Part (.xlsx file).

(SR. ENGINEER/PURCHASE)