

  <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@bhelnsnr.co.in; skant@bhelnsnr.co.in</p>
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E-TENDER ENQUIRY

E - TENDER ENQUIRY NO. & DATE	BHEL/PSNR/SCP/CS/E-2730 & DATE:06.11.2015
DUE DATE & TIME OF TENDER SUBMISSION	21.11.2015 AT 1500 HRS
DUE DATE & TIME OF OPENING OF TENDER	21.11.2015 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
Design, Engineering, Manufacture, Inspection, Testing at manufacturer's works, Painting, duly packed for transportation, delivery at BHEL-ROD Chennai Port of Foam Pump with Diesel engine & controller in line with Technical Specification PE-TS-250-552-A003/ drawings to be approved by BHEL and Supervision of E&C work of Foam Pump at 4x125 MW, KOSTI THERMAL POWER STATION, SUDAN.	1. Supply of materials up to BHEL ROD GODOWN, CHENNAI PORT. 2. Supervision service required at BHEL-KOSTI SITE, SUDAN	1. Supply of Stores within 10 weeks from the date of P.O. 2. Supervision service required for 15 man-days.

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 51, Separately enclosed)

PART – 'C' : SPECIAL CONDITIONS OF CONTRACT – [Separate SCC for Supply (Part C1) & Supervision (Part C2)]

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) Supplier should have designing/manufacturing capability, have supplied and having testing facility (in house or outsourced) for Fire protection system comprising of Foam pumps of capacity - 33 liters per minute (min.) at 12 barg (min.) along with matching diesel engine in atleast one (1) installation.

B) Foam protection system should have been successfully in use for at least one year (as on date of bid opening) in power plant or other industries e.g. refinery/ steel/ process/ commercial etc. For this the supplier has to submit either of following supporting documents meeting below mentioned conditions;

i) Copy of minimum one (1) performance certificate in English from end user along with copy of related Purchase Order specifying that the product is running successfully for one (1) year from date of commissioning.

OR

ii) Minimum one second/repeat purchase order (placed with a minimum gap of one (1) year after commissioning of first order) from same purchaser meeting the minimum pre-qualifying requirement.

OR

iii) Minimum three purchase orders (placed with minimum gap of one (1) year from previous purchase order) from same purchaser meeting the minimum pre-qualifying requirement.

Note:

i) Vendor shall submit design documents to substantiate technical parameters specified in PQR. If the same is not mentioned in performance certificate/ purchase order.

ii) Minimum two (2) nos. Purchase orders shall be submitted which should not be more than ten (10) years old as on date of application for registration/ bid submission, for establishing continuity in business.

iii) Vendor may also qualify based on the credential of principal meeting package specific prequalifying requirements having technical valid collaboration/licensing agreement.

iv) In case documents submitted for meeting PQR are in language other than English, notarized English translation shall also be submitted.

General:

(1) PEM registered vendors are also required to submit the credentials to meet the PQR.

(2) Notwithstanding anything stated above, BHEL reserves the right to assess the capability and capacity of the bidder/collaborator to perform the contract, as per BHEL evaluation procedure, should the circumstances warrant such assessment in the overall interest of BHEL.

(3) Final acceptance of the bidder is subject to End customer's approval.

PART – ‘B’

TECHNICAL SPECIFICATIONS

Technical Specifications No. PE-TS-250-552-A003 (page 1 to 51) 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>

SCC FOR SUPPLY OF FOAM PUMP WITH DIESEL ENGINE & CONTROLLER (PART-C1)**1. SCOPE OF WORK:**

- (A) Supply of foam pump with Diesel engine & Controller as per Specification No. PE-TS-250-552-A003.
- (B) Proper export packing is required as material to be dispatched from India to Kosti Site, Sudan.
- (C) Material to be delivered up to BHEL ROD Chennai Godown/ Port. Unloading of material at ROD- Chennai/ Port and further shipment to Sudan shall be done by BHEL.

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 price consists of (1) Price quoted F.O.R Chennai ROD Chennai Godown/ Port & (2) Price of supervision charges.

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 full Sales Tax/VAT as applicable in their lump-sum Price. **BHEL shall not issue Form "C" or Form "H" in this case.**

5. DELIVERY/ COMPLETION SCHEDULE:

Supply of Foam pump with Diesel engine & Controller shall be **within 10 weeks** from the date of P.O.

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. INLAND TRANSPORTATION AND INSURANCE UP TO F.O.R CHENNAI PORT:

Vendor to book/ cover their consignment under comprehensive insurance policy taken by BHEL. BHEL has taken the Marine cum Erection (MCE) Comprehensive Policy with MIS United India Insurance Co Ltd. This Policy taken by BHEL for the complete project covering the dispatches from vendor works in India up to safe handing over of the consignment to BHEL-ROD Chennai/ Port.

The details of MCE Policy is indicated below. The bidder shall furnish the dispatch particular & value of goods dispatched to the underwriter immediately after dispatch of material with copy to purchaser.

A) Marine Policy -040500/21106/02100000005

B) Erection All Risk (EAR) Policy -040500/44/06/04140000017

Mr. Ashim Mukherjee

Chief Regional Manager

Corporate Cell,

United India Insurance Co. Ltd.
D-24, E-25, 2nd Floor, Himalaya House,
23, K.G. Marg, New Delhi- 110001
Landline: 011-23324759, 23314657
Mobile: .+91 9899720652
Email id : corpcelldel@uiic.co.in

Bidders to note that time is the essence for this contract and during movement of goods, loading/unloading, handing at the port, if any damage or loss happens to the goods /consignment, Ounder BHEL insurance cover, the bidder shall replenish the same item/ Items immediately without loss of time and financial implications on account of such situation shall be settled separately after insurance claim settlements by BHEL.

8. VALIDITY OF OFFER:

As per clause 7.0 of Instructions to Bidders of GCC.

9. INSPECTION AND TESTING AT VENDOR'S PREMISES:

a) All required Drawings/ Documents, BBU as applicable, Packing Procedure and Quality Plans (Manufacturing, Inspection and Packaging) to be submitted by Vendor after placement of order for review & approval of BHEL. The order shall be executed in line with documents approved by BHEL.

b) The inspection by BHEL/ TPI shall be in two stages. First, material inspection when the material becomes ready for testing etc. Second, for packing inspection before dispatches of material.

c) Inspection shall be done by BHEL/ TPI at vendor/ sub-vendor`s works. All the cost for inspection shall be to BHEL account.

d) Inspection calls should be raised by the Seller/ Vendor on BHEL CAS Website. BHEL shall facilitate the supplier in this process.

e) Purchaser/ Inspection Agency reserves the right to waive any of the above tests requirements and to prescribe new tests, if found necessary, to complete the work so as to conform to the best practices. Seller/ Vendor shall forthwith forward to the Inspection Agency, duly certified copies of the test certificates in quadruplicate, for approval.

f) Where the Order/ Contract provides for tests/ inspections at the premises or works of the Seller/ Vendor or any sub-vendor, the Seller/ Vendor, except specified otherwise, shall provide free of charge such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.

10. MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC):

MDCC Shall be issued by BHEL/ PSNR-Quality after successful inspection of both material and packing. Certificate of Conformance of Material and Packing, Applicable TCs, Inspection Report and Guarantee Certificate to be submitted by Vendor.

Seller/ Vendor shall not dispatch any material before issue of MDCC by Purchaser/ Owner. Satisfactory completion of tests or issue of MDCC shall not bind the Purchaser/ Owner to accept the supply/ equipment should it, on further tests after erection, be found not to comply with the contract provisions.

11. PAYMENT TERMS:

11.1 Ninety percent (90%) payment of material along with 100% taxes & duties, against submission of Proof of dispatch of material to BHEL ROD-Chennai.

The following Billing documents are required for claiming the above Payment;

- i. Original Invoice
- ii. LR Copy
- iii. Signed Packing List, clearly showing Quantity of Material and number of packages (Package Dimension, Volume, gross weight and net Weight)
- iv. MDCC from BHEL
- v. COC, Applicable TCs, Inspection Report, Guarantee certificate
- vi. ARE1 copy after endorsement by local excise office
- vii. Submission of Performance Bank Guarantee (PBG) as per cl. 21 of SCC of Tender.

11.2 Ten Percent (10%) payment of material along with 100% freight charges (if applicable) against Material Receipt at ROD Chennai.

The following Billing documents are required for claiming the above Payment;

- i. Original Invoice
- ii. Copy of LR (Signed by ROD Chennai)

12. BILLING SCHEDULE/ SHIPPING LIST FOR SUPPLY PORTION:

Billing Schedule shall be prepared by the vendor and submitted to BHEL for approval. The freezing of Billing Schedule is must before commencement of dispatches. No payment shall be made in the absence of approved Billing Schedule. The Billing Schedule shall contain the following:

- a) Lists of all items of total scope of supply, both manufactured at vendors works and sub vendor's items with unit and total price in Indian Rupees. No item is to be made as free issue required for completion of supply scope/ system.
- b) Quantity shall be indicated only in numbers and not as Sets or Lot. In case, sets are indicated, it is to be defined in quantity/ Nos.

13. PAYING AUTHORITY:

MANAGER/ FINANCE, BHEL-PSNR. NOIDA

14. CONSIGNEE DETAILS:

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

(B) **DESTINATION:** KOSTI POWER PLANT, KOSTI, SUDAN.

(C) **PORT CONSIGNEE:** (*SUPPLIER WILL DELIVER THE MATERIAL UP TO FOLLOWING BHEL-ROD CHENNAI GODOWN/ PORT*)

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

15. COMPLETENESS OF CONTENTS OF EACH PACKING CASE:

Concerned CQA/ Third Party Inspection Agency for PSNR NOIDA scope will verify the completeness of contents of each package w.r.t packing list both in terms of quality and quantity for obtaining MDCC from BHEL.

16. 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.

17. SHORTAGES:

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

18. PACKING INSTRUCTIONS:

Vendor to comply following during dispatch of the material:

Identification Marks: The Vendor shall ensure that clear and sufficient Identification marking is provided on consignment for easy Identification of Cargo at the Port. The following markings shall be stencilled in letters:

For Consignment to: 4x125 MW Kosti-Sudan TPP.
Purchaser: BHEL - PSNR
Package dimensions in meters
Weight in Kilograms.
Package no. (KS1X-FOAM PUMP-PNR/XXX 76000 01 OF 01) where XXX will be the vendor code

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 PERIOD FOR SUPPLY MATERIALS:

Guarantee period for Supply packages shall be eighteen (18) months from the date of last dispatch. All replacements and repairs during the guarantee period shall be delivered and completed promptly and satisfactorily within a period of three months from the time of reporting the defect/ loss/ rejection etc. If the Seller/ Vendor so desires and the Purchaser agrees, subject to import control regulations, the replaced parts can be taken over by Seller/ Vendor or his representative or can be dispatched at Seller/ Vendor's cost. No claim, whatsoever shall be entertained by Purchaser on account of such replaced parts. All the replaced and replenished stores shall also be guaranteed as per above clauses.

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.

SCC FOR SUPERVISION OF ERECTION & COMMISSIONING OF FOAM PUMP WITH DIESEL ENGINE & CONTROLLER (PART-C2)

1. SCOPE OF SUPERVISION WORK AT KOSTI TPP, SUDAN:

Scope of supervision work under this tender shall be deputation of Supervisor to Kosti site for supervision of erection and commissioning work of supplied Foam pump with engine.

2. SPECIAL CONDITIONS OF CONTRACT:

2.1. Names/Passport details with passport validity of at least 1 year to be identified in advance. Visa grant from SUDANESE embassy may take 2-4 weeks' time.

2.2. Visa fees shall be borne by BHEL. BHEL shall guide/assist vendor to obtain respective travel visa.

- 2.3.** BHEL shall arrange the overseas insurance cover for vendor personnel and forward the copy of Insurance copy to Vendor before leaving for Sudan. First aid medical facilities, as available at Kosti TPP site Sudan, shall be extended.
- 2.4.** Deployment Schedule Deployment shall start immediately depending upon the progress of works at Kosti TPP site.
- 2.5.** Person deputed to site shall be an expert in his field/responsible for direct execution of field activities. He should be able to interact with his parent division at his HQ for any Guidance/Clarifications etc.
- 2.6.** Protocols for E&C work shall be signed by the Supervisor at Kosti TPP, Sudan after witnessing the same.
- 2.7.** Under force majeure conditions applicable to BHEL engineers, Personnel deputed Shall be repatriated at BHEL's cost
- 2.8.** Rates quoted/agreed shall remain firm till the completion of the contract.
- 2.9.** Supervisor Engineer at site shall report to Construction Manager.
- 2.10.** BHEL shall provide to the following facilities to Supervisor Engineer posted at site:
- 2.10.1.** Shared accommodation including free electricity, foods, and water supply on sharing basis to vendor representative (in line with BHEL's Engineer).
- 2.10.2.** Free Local transport facility for attending duty in line with that provided to BHEL staff at site
- 2.10.3.** To and fro travel expenses (as per actual) from place of start in India to Construction site at Sudan shall be borne by BHEL for each visit. Local conveyance in India shall be borne by Contractor.
- 2.10.4.** All safety equipment like Helmet, Safety Shoe etc. as issued to BHEL site Engineers shall be provided to the Supervisor Engineer free of cost at site.
- 2.11.** Supervisor Engineer shall follow working hours, number of working days per week and holidays as per norms and holiday list of BHEL Kosti site, where he is deployed.
- 2.12.** Each man day shall consist of 8 (eight) working hours excluding lunch break. However, at times work may continue round the clock including on Sundays and holidays and Supervision of Supervisor Engineer may be required beyond the normal working hours as decided by BHEL, No compensation, in any form, shall be given by BHEL for such over stays beyond normal working hours or working on Sundays and holidays.
- 2.13.** Bidders shall have to provide the Testing and Commissioning services on a continuous (daily) basis. In the event of the bidder not providing the required services on any day or for any period, pro-rata recovery shall be made from the contractor's bills for such period.
- 2.14.** In case the performance of the Supervisor Engineer is found to be unsatisfactory his services shall be discontinued by BHEL, and no payment shall be made against deployment of such unacceptable person, from the date Supervisor Engineer has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 2.15.** All out efforts are to be made by both parties to complete site works within the most reasonable time' earliest possible.
- 2.16.** All misc. expenses required by vendor's representative at Sudan are to be borne by vendor's representative.

3. TENTATIVE DEPLOYMENT PLAN AT KOSTI, SUDAN SITE:

Deployment need to be planned, 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.

Presently, one visit of 15 man-days shall be required for supervision work of E&C of Foam Pump.

4. TIME SCHEDULE:

Supervision work shall be commenced on the mutually agreed date between bidder and BHEL engineer. The decision of BHEL in this regard shall be final and binding on the bidder.

5. TERMS OF PAYMENT:

5.1 Based on man-days deployed and certification by Construction Manager at site, payment will be made to the contractor on pro-rata basis.

5.2 It shall be the responsibility of contractor to obtain and submit certificate from BHEL authority regarding deployment of claimed man days.

5.3 The contractor shall submit the bill along with certification (as mentioned above) to BHEL Office.

5.4 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' SHEL Kosti TPP Site for actual number of man-days utilized and satisfactory completion of works at site.

6. MODE OF PAYMENT:

Payment shall be released by BHEL against invoices raised by vendor to BHEL, PSNR, Noida with certified time sheets. All payments will be in Indian Rupees (INR) only.

7. TAXES:

7.1 Income tax & surcharge, if any at prevailing rates shall be deducted from the bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.

7.2 Rate quoted shall be exclusive of service tax as per Indian Laws. The service tax, as per Indian Laws, as legally leviable & payable by the contractor under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this contract. The contractor shall obtain prior approval of BHEL before billing the service tax amount.

7.3 Taxes other than Service Tax as per Indian laws and local laws in Sudan, as applicable, are to be borne by vendor.

PART 'D'

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

PART 'E'

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

(SR. ENGINEER/PURCHASE)