



Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirapalli – 620014, TAMIL NADU, INDIA

CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

An ISO 9001
Company

INDIGENOUS OPEN TENDER		Phone: +91 431 257 7421/ 7368	
ENQUIRY - CORRIGENDUM 1		Email : vkarna@bhel.in , takilan@bhel.in	
		Web : www.bhel.com	
TWO PART BID Tender to be submitted in two Parts through online on EPS website https://eprocurebhel.co.in	Enquiry Number: 2622200003	Enquiry Date: 17.02.2022	Revised Due date for submission of quotation: 14.03.2022
You are requested to quote the Enquiry number date and due date in all your correspondence. This is only a request for quotation and not an order. Please note that under any circumstances both delayed offer and late offers will not be considered. Hence vendors are requested to ensure that the offer is uploaded in the EPS Website before the closing date mentioned in the online enquiry.			

Item	Description	Quantity
10	Procurement of Tube to Tube Sheet Welding Machine as per the technical specification & commercial conditions applicable (to be downloaded from web site https://eprocurebhel.co.in).	3 Nos.

Details of Corrigendum 1

1. BHEL shall be resorting to **Reverse Auction (RA)** (Guidelines as available on www.bhel.com) for this tender.
2. Tender Opening Due Date is extended upto **14.03.2022**
3. **Revised Compliance Form TRY_ATP_IND_NIC_02A** incorporating RA clause is enclosed.

All other terms & conditions and specifications as published in the EPS Portal under Tender ID: **2022_BHEL_8473_1** and BHEL **NIT_63202** remain unchanged.

BHEL's General guidelines / instructions (refer MM / CE / GENL-NIC /001 – EMD), compliance form and technical specification etc. can be downloaded from BHEL web <https://eprocurebhel.co.in> under Enquiry reference "2622200003".

Tenders should reach us before **14.03.2022, 10 AM.**

Tenders will be opened online at **15:00** hours on the due date.

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

T. AKILAN .T
Deputy Manager
MM / Capital Equipment
BHEL, TRICHY - 620 014.

Manager/ Capital Equipment / MM

CHECK LIST NO: ATP/TRY/IND/NIC/02A		
BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI		
CAPITAL EQUIPMENT /MATERIALS MANAGEMENT		
<u>CHECK LIST FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY INDIGENOUS VENDORS</u>		
(This should be essentially filled in and uploaded along with the techno-commercial offer without fail. If this compliance form is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, the offer is liable for rejection)		
(TENDER REQUIRING EMD CEBG and PBG)		
Description of the Equipment: Procurement of Tube to Tube Sheet Welding Machine, QTY. 03 Nos.		
BHEL Tender No. & Date: 2622200003 dated 17.02.2022		
PART I of Tender: EMD + Technical Bid + Unpriced Bid (as per BOQ in the NIC portal) + this compliance form		
PART II of Tender: Price Bid (as per BOQ in the NIC portal)		
ENQUIRY TERMS & CONDITIONS		Vendor's Confirmation
1.0	PRICE BID:	
	Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part I. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.	Accepted
	The bidder has to quote charges as per BOQ. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).	
2.0	VALIDITY:	
	Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.	Accepted
3.0	EARNEST MONEY DEPOSIT (EMD):	
	In Order to ensure that the successful bidder / vendor does not refuse to execute the Order, after award of the same on him, each bidder / vendor will be required to furnish Earnest Money Deposit (EMD) along with their tender. EMD by the Tenderer will be forfeited as per Tender Documents if, after opening the tender, the Tenderer on his own makes variation in his earlier quoted rates or revokes/change any other condition of his tender within the validity period.	

	<p>EMD is to be submitted by Demand Draft or through e-payment (as per the details given below). DD shall be in favour of "Bharat Heavy Electricals Limited, Tiruchirappalli".</p> <p>BHEL Bank Details: BENEFICIARY: BHEL ACCOUNTNO:10891588977 MICR NO- 620002004 SWIFT: SBININBB190 IFSC CODE: SBIN001363 (used for RTGS, IMPS, and NEFT transactions) BANK: STATE BANK OF INDIA BRANCH: HE / KAILASAPURAM PLACE: TRICHIRAPPALLI, INDIA.</p> <p>Please note that after e-transfer (EMD amount), pls submit the remittance copy (scanned version) to BHEL through email and the hard copy should be submitted along with the offer in Part -I sealed envelope.</p>	
	<p>EMD can also be submitted through SBI e-collect by the following steps:</p> <ol style="list-style-type: none"> 1) https://www.onlinesbi.com/prelogin/icollecthome.htm 2) Select and proceed 3) Select state: Tamilnadu and Type of corporate/ institution: Industry, then press go 4) Select Industry Name: BHEL Trichy 5) Select Payment Category: Vendor EMD 6) Fill necessary fields and proceed 	Accepted
	<p>MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of UDYAM CERTIFICATE along with CA certificate (CA Format enclosed) 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). 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 supplier till the supplier submits these documents.</p>	
3.1	RETURNING OF EMD:	
	<p>EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer. The EMD of successful bidder shall be returned after submission of Order Acknowledgement. EMD shall not carry any interest.</p>	Accepted
3.2	The EMD amount for this Tender will be (INR) :	2,00,000
3.3	<p>EMD is exempted for MSE having UDYAM registration. Vendor to submit covering letter with attested copy of UDYAM along with latest audited CA (Chartered Accountant) Certificate for EMD exemption. CA certificate format is attached with this tender.</p>	Accepted
4.0	RELEASE OF PURCHASE ORDER:	
	<p>Purchase Orders will be released separately for supply and service portion on the successful vendor.</p>	Accepted
5.0	PAYMENT TERMS:	
	<p>For SUPPLY P.O.: 80% payment of Supply P.O. value shall be made within 45 days from the date of receipt of material at BHEL.</p> <p>For BALANCE OF SUPPLY P.O. & SERVICE P.O. Balance 20% of Supply value plus 100% of the E&C PO value will be paid against Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and submission of Performance Bank Guarantee (PBG).</p>	Accepted

5.1	Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:	
	<p>If any Bidder requires a payment exceeding 80% of the PO value, such bidder have to submit Advance Bank Guarantee (ABG) in the prescribed Format for the amount over and above 80% but restricted to 90% of the PO value, along with the invoice / despatch documents. This ABG shall be valid up to the date of Final Minutes of Meeting for E&C for the equipment.</p> <p>Additionally, for any deviation as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, the following loading pattern shall be followed: Base rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by bidder.</p>	Accepted
6.0	Value for Erection & Commissioning at BHEL:	
	Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as E&C). E&C is in the scope of supplier , and hence the E&C value should be quoted separately.	Accepted
	E&C value should be quoted separately by Bidders. Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment. The bidder, however, can choose to quote the E&C value higher than the below mentioned minimum E&C value (%) and suitably apportion the supply value. A separate Purchase order will be placed for E&C value. In case supplier quote E&C as free of cost the above conditions apply	Accepted
	COST OF ERECTION & COMMISSIONING PORTION QUOTED BY VENDOR (%) - (Should be equal to or more than 5%)	
7.0	Taxes & Duties:	
	<p>Taxes and Duties: Taxes applicable under GST should be specifically stated in offers along with GST Number and HSN Number failing which BHEL will not be liable for payment of such Taxes. BHEL Trichy: GSTN Code:- 33AAACB4146P2ZL Registered Address with GSTN: -BharatHeavyElectricalsLimited HPBP and SSTP, Thiruverumbur, Trichy – 14</p> <p>Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL.</p>	Accepted
8.0	Delivery terms, Delivery period required and evaluation process:	
8.1	Delivery terms: FOR, BHEL Stores, High Pressure Boiler Plant, Tiruchirappalli– 620014, Tamilnadu	Accepted
	Basis of Delivery Terms :	
	Price break-up details like Basic price, P&F, Taxes & Duties, Freight and Insurance etc., should be indicated in the offer.	Accepted
8.2	Delivery period: The equipment enquired forms a part of an expansion program (Scheme) and the delivery period mentioned below has been derived keeping in view of the Scheme completion date. Vendor shall comply with this required period.	
	Bidder should quote time period separately for 'Supply' and 'E&C' of equipment.	
	(a) Supply period: – For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (LWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of drawings etc., should not be linked to the delivery period.	Accepted
8.3	DELIVERY PERIOD (in Months) REQUIRED BY BHEL (SUPPLY PORTION)	4 Months
	DELIVERY PERIOD (in Months) OFFERED BY VENDOR (SUPPLY PORTION)	

	(b) E&C period :- Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.	
8.4	E & C PERIOD (in Weeks) REQUIRED BY BHEL.	2 weeks
	E & C PERIOD (in Weeks) OFFERED BY VENDOR (E & C PORTION)	
	However, while evaluating the offers, those offers which are not conforming the requested delivery and E & C period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation purpose 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
	BHEL reserves the right to accept an offer not meeting the NIT / Enquiry delivery. However, based on the scheme requirement, the Technically Suitable offers would be requested to reduce their offered delivery schedule and in case if it is not meeting BHEL requirement or maximum limit considered by the Technical Committee, the offer may become liable for rejection.	Accepted
9.0	CONTRACT EXECUTION BANK GUARANTEE (CEBG):	
	The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value (Supply + E&C) in the format enclosed within 30 days from the date of PO but before L/C opening. If the supplier fails to submit the CEBG within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. Additionally, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers. Validity of CEBG shall be till the completion of Erection & Commissioning of equipment including job proving, performance tests etc. i.e. issue of Final Minutes of Meeting for E&C by BHEL, as prescribed in PO with additional 2 months as claim period.	
	CEBG shall be kept valid till the PBG becomes operational. i.e. up to 30 days after the date of Final Minutes of Meeting for E&C issued by BHEL.	
	Validity of CEBG = Delivery period + Transit time of 1 month + Commissioning Period + 1 month (for arranging PBG) + 2 months for claim period.	
10.0	PERFORMANCE BANK GUARANTEE (PBG):	
	The vendor shall submit a Performance Bank Guarantee (PBG) for 10% of the Purchase Order value in the format enclosed covering the agreed Guarantee period (with additional 3 months as claim period).	Accepted
	PBG shall be issued exactly as per the BHEL Format attached with this Tender (without any deviation) by any one of the Consortium Banks of BHEL (List Enclosed) or from a reputed Bank and confirmed by any Consortium Bank of BHEL.	
	All bank charges incurred on account of issuance of PBG will have to be borne by the vendor.	
	1) It should be typed in the INR 100 value of stamp paper.	Accepted
	(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.	
	(3) It should be submitted with bank covering letter with sign and seal of the bank official.	
	Offers from vendors not accepting to submit PBG are liable for rejection.	
11.0	LIQUIDATED DAMAGES (LD):	
	a) LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).	Accepted
	Maximum LD for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).	
	In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value (Supply + E&C) for each individual machine.	

	<p>b) For the purpose of LD for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.</p> <p>c) Loading on account of non-acceptance of LD for delayed Supply and/or E&C shall be as under: In case any bidder is not accepting the above LD for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.</p>	
	Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.	
	For the purpose of levying LD , the date of shipment (LWB date) will be considered.	
	Loading Factor for non-acceptance of LD clause for delayed Supply and/or E&C: In case any bidder is not accepting the above LD clause for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.	
12.0	SHORT SUPPLY / WARRANTY REPLACEMENT:	
	<p>In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL. For such short supplies shall be borne by the supplier.</p> <p>Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis.</p>	Accepted
13.0	RISK PURCHASE:	
	<p>BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.</p> <p>The value under Risk purchase clause shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, i. A= Value of Balance scope of Work/ Supply (*) as per rates of new contract ii. B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. iii. H = Overhead Factor shall be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>* Balance scope of work/ supply Difference of Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.</p> <p>Note: In case vendor fails to fulfil any of the PO / Contract obligations as per PO/Contract, PO/contract shall be cancelled and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.</p>	Accepted
14.0	GUARANTEE :	
	The equipment shall be guaranteed for its performance for 12 months from the date of commissioning at BHEL Works or 18 months from dispatch whichever is earlier.	Accepted
15.0	REVERSE AUCTION (RA):	
	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	Accepted

