

BHARAT HEAVY ELECTRICALS LIMITED

HEEP: HARDWAR-249 403 (UA)

Fax: 01334-223948/226462, Phone: 285375

E-mail: sardana@bhelhwr.co.in

No. B/4066/6/8375/V/1 Date: 11th May 2007

OPEN TENDER

SI. No	Tender No.	Description Of the Equipment	Qty. (Nos.)	Last date to get Documents From BHEL	Opening Date
1.	B/4066/6/8375/V/1	Elevator (Passenger & Goods) For Dam Spillway & Power House	4 nos.	28.06.07	29.06.07

For any further details please log on to www.bhel.com

D.G.M. (PPX-BOI)



BHARAT HEAVY ELECTRICALS LIMITED

HEEP HARIDWAR INDIA-PIN 249403

FAX NO: 0091 1334 226462/223948 PHONE NO: 0091 1334 285291

Date of issue: 11 th May'07 Due Date: 29 th June'07				
Due Date. 29 Julie 07				
Sub: Tender Enquiry No. B/4066/6/8375/V/1				
vers for the under mentioned				

S.N.	Description	Qty.	Delivery Required	EMD (Earnest Money Deposit)
1.	Elevator	04 Nos.	05/2008	Rs.1,00,000/-
	as per enclosed Specifications			(Rs. One Lac only or
	(Annexure- VI)			equivalent foreign currency)

Quantity and delivery details are as per Annexure- VI enclosed.

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions.

Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendor should submit their best price at this stage it self and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored & the bid is likely to be rejected.

Part-1 bids shall be opened of those vendors **ONLY AFTER ENSURING PROOF OF EMD AND TENDER FEE** (**PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE** {**drawn in favour of BHEL Hardwar**} **IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD & TENDER FEE"**) at 2 PM on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals (if any) for attending the bid opening. All Govt. of India / PSU / State Govt. entities are exempted from submission of EMD. As per Govt. of India guidelines, Policies of purchase preference to products & services of Central PSEs will be applicable for order value > Rs. 5 Crores.

KINDLY READ "INSTRUCTIONS TO BIDDERS", QUOTATION NOT IN ACCORDANCE WITH THE ABOVE ISTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Thanking You, Yours Faithfully, For & ON BEHALF OF BHEL, HARDWAR

(M.K.Sardana) D.G.M. (PPX-BOI)

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER Enquiry No. B/4066/6/8375/V/1

Only those bids will be opened which has been submitted with requisite EMD & tender fee.

- 1.0 The tenders shall be submitted in Two Parts (Part I-Documents in support of Qualification Requirement, Techno -Commercial Bid & Vendor evaluation Form and Part II-Price Bid) as described below on or before the due date.
 - The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored.
 - Any corrections / amendments shall be properly & fully authenticated with signature.
- 1.1 Part-I shall comprise of three separate envelopes containing following documents:
 - a) Documents in support of Qualification Requirement :

Qualification Requirement (QR): "The bidder must have designed, manufactured, supplied, erected, tested and commissioned elevator of 500 kg capacity and speed range 0.5 m/s to 1.0 m/s covering a lift of 10 meters at five different locations which are in successful operation for last (5) five years."

Bidder who meets the above qualification requirement, must submit all the relevant documents in support of above for obtaining vendor approval from Owner (THDC), in case not yet approved. The end user certificates clearly indicating the each and every aspect of QR and other relevant documents like test reports, list of references, company profile, manufacturing and testing facilities available at works etc. should be submitted in a separate envelope marked - "Part-I(a): Documents in support of QR". For bidders who satisfy the above QR and are accepted by THDC, processing of Part-I(b) (Techno -Commercial Bid), Part I(c) Vendor evaluation Form and Part-II (Price Bid) will be done by BHEL subsequently. A summary of QR requirement should also be submitted in the format given in **Annexure-V** of **Spec. HT12105 Page No.: 73.**

- b) Techno-Commercial Offer:
 - 1) Complete Technical offer in TWO sets (one original + one copy).
 - 2) Catalogue of the Equipment.
 - 3) Acceptance of commercial terms by vendor as per **Annexure VIII** (Supply Part) and ETC Terms and Conditions as per Specification enclosed.
 - 4) Deviation with reference to specification to be laid down on separate sheet.
 - 5) Copy of price Bid (without prices) strictly as per **Price Schedule**. (Refer Annexure III of Spec. HT12105 Page No.: 70).
 - 6) Validity of the offer should be at least 180 days from tender opening.
 - 7) Acceptance to submit **Performance Bank Guarantee** as per enclosed format **Annexure-VII (a)** and as per Consortium Bank List at **Annexure-VII (b)**.
 - 8) The rating of the company quoting for this tender from a third party (independent agency) preferably by M/S Dun and Bradstreet should be submitted (DUN NUMBER), however this is not mandatory.
 - 9) Any additional documents (please specify).

c) Vendor Registration/Evaluation Form (VREF):
The VREF duly filled up will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. The form can be downloaded from www.bhelhwr.co.inor www.bhel.com

1.2 PART-II (PRICE BID)

The price Bid (with price) which has been submitted with part I, for the complete scope as specified.

- a) Dispatching port & Country to be mentioned: The Prices are to be quoted on F.O.B. as well as C&F basis. The foreign bids will be compared on C&F Mumbai port basis.
- b) For Indigenous The prices are to be quoted on F.O.R. Works basis with freight Prepaid upto Destination
- c) In case of indigenous and import offers, Price comparison shall be on the basis of total cost involved for delivery up to final destination/project site. Import offers shall be loaded for applicable custom duties for the project & freight element involved for delivery up to project site as per BHEL's transport contract.
- 1) Transit insurance shall be taken care of by BHEL.
- 2) Applicable sales Tax, Excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation, else it will be concluded that the offer is inclusive of all taxes and duties.
- 2.1 The Part-II (price Bid) along with supplementary priced bid if necessary will be opened at a later date of only those bidders whose Part I bid is found suitable by BHEL/Customer.

3.0 MARKING OF ENVELOPE:

- 3.2 The following shall be subscribed on the envelopes:
 - 1. EMD AND TENDER FEE.: Details of Drafts attached (No, Bank, Branch, Issue date).
 - 2. PART-I (a) 1. TENDER NO. AND ITEMS DESCRIPTION.
 - 2. DUE DATE FOR OPENING.
 - 3. "DOCUMENTS IN SUPPORT OF QUALIFICATION REQUIREMENT".
 - 3. PART-I (b) 1. TENDER NO. AND ITEMS DESCRIPTION.
 - 2. DUE DATE FOR OPENING.
 - 3. "TECHNO-COMMERCIAL BID PART-I"
 - 4. PART-I (c) 1. TENDER NO. AND ITEMS DESCRIPTION.
 - 2. DUE DATE FOR OPENING.
 - 3. "VENDOR REGISTRATION/EVALUATION FORM".
 - 5. PART-II1. TENDER NO. AND ITEMS DESCRIPTION.
 - 2. DUE DATE FOR OPENING OF PART-I.
 - 3."PRICE BID PART-II".

Note: Part-I(a) To be submitted only by Vendors not approved by THDC.
Not applicable for M/s Kone & M/s OTIS.

Part-I (c) To be submitted by Vendors not approved by BHEL Hardwar.

3.3 Envelopes not marked as above are liable to be ignored and will not be opened.

- 4.1 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.
- 4.2 All test certificates / Guarantee certificates to be submitted in TRIPLICATE prior to dispatch of materials for review and acceptance by BHEL.

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.

Thanking You,

Yours faithfully, For & on behalf of BHEL, Hardwar.

(M. K. Sardana) D.G.M. (PPX-BOI)

BILL OF MATERIAL

Sl.No.	Item	Quantity	Delivery Required
1.	Passenger Elevator (408 KG-ES1)		Kequireu
	For Dam Spillway	1	31/05/08
	(As per Enclosed Specifications)		
	Spec. No.: HT12105 REV 01		
2.	Passenger Elevator (408 KG-ES2)		
	For Dam Spillway	1	31/05/08
	(As per Enclosed Specifications)		
	Spec. No.: HT12105 REV 01		
3.	Goods Elevator (1000 KG-M3)		
	For Power House	1	31/05/08
	(As per Enclosed Specifications)		
	Spec. No.: HT12105 REV 01		
4.	Passenger Elevator (1000 KG-M2)		
	For Power House	1	31/05/08
	(As per Enclosed Specifications)		
	Spec. No.: HT12105 REV 01		
5.	Erection, Testing at site and Commissioning	4	As per site
	(ETC)		requirement
I	I	I	

The items are required for Koteshwar Project and the Procurement would be made from Customer approved vendors only.

<u>Note</u>: All the four elevators will be procured from the same source who shall also be responsible for Erection, testing and commissioning at site.

ENCLOSURES:

A) TECHNICAL SPECIFICATIONS:

- 1) HT-12103 REV 00 : Specification of Project Details and General Conditions of BOP's for (4X100 MW) Koteshwar HEP.
- 2) HT-12105 REV 01: Particular Technical Specification for Elevator for (4X100 MW) Koteshwar HEP.
- 3) DRG. No.: TH-KOT-TD-DS-26 REV 00 TH-KOT-TD-DS-38 REV 00 TH-KOT-TD-DS-39 REV 00
- 4) ETC Terms & Conditions.

B) QUALITY REQUIREMENTS:

- 1) Supplier to Furnish Quality Plan in BHEL Format for approval from BHEL/THDC.
- 2) Inspection Shall be carried out by BHEL/THDC as per approved Quality Plan in case of indigenous Suppliers. In case of Import Third Party Inspection preferably by Lloyds/THDC will be applicable.

C) SPECIAL CONDITIONS:

- 1) Transportation: Prices to be quoted including Transportation Cost from Supplier works to Koteshwar HEP.
- 2) Insurance: Insurance shall be arranged by BHEL.
- 3) Defect Liability Guarantee Period: Defect liability period shall mean a period of twelve months from the date of erection, commissioning and taking over of the respective generating units, or thirty six months from the date of receipt of last consignment at site, whichever is earlier
- 4) Copy of **ETC** *Terms and Conditions* for compliance.
- 5) Payment Terms for Supply and ETC shall be as mentioned in the "ETC Terms and Conditions".
- 6) Prices are to be submitted strictly as per format given in Specification No. HT12105.

D.G.M. (PPX-BOI)

WAM-28

Proforma for Bank Guarantee

	In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through ion HEEP Hardwar (hereinafter called the Company') having agreed to exempt
'Supp Agree fo Cont	
1.	We, (Indicate the name of the Bank) (hereinafter referred to as 'the Bank') at the request of
	pay to the Company an amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2.	We, do hereby undertake to pay the amounts due
ai	(indicate the name of the Bank) payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3.	We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
	The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4.	We, further agree that the Guarantee herein contained (indicate the name of the Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till

	all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the		
	guarantee thereafter.		
5.	We,, further agree with the Company that the (indicate the name of the Bank) Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) form time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.		
6.	This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).		
7.	We,lastly undertake not to revoke this guarantee during its (indicate the name of Bank) currency except with the previous consent of the Company in writing.		
	Date the For		
	⊢or (Indicate the name of the Bank)		



ANNEXURE-VII (b)

LIST OF CONSORTIUM BANK

- State Bank of India
 CAG Branch,
 10-th Floor, Vijaya Building,
 Barakhamba Road,
 New-Delhi-110001
- 2. Canara Bank 74, Janpath, New-Delhi-110001
- 3. Punjab National Bank 74, Janpath, New-delhi-110001
- 4. Bank of Baroda
 Corporate Banking Branch,
 11th Floor, BOB Building,
 Sansad Marg,
 New-Delhi-110001
- 5. Deutsche Bank Tolstoy Marg, New-Delhi-110001
- 6. State Bank of Hydrabad Surya Kiran Building, K. G. Marg, New-Delhi-110001
- 7. State Bank of Mysore Antriksh Bhawan, K. G. Marg, New-Delhi-110001
- 8. State Bank of Mysore Industrial Finance Branch, Ramanashree Arcade, MG Road, Bangalore-560001
- 9. State Bank of Travancore Travancore House, IF Branch, K G Marg, New-Delhi-110001

- 10. HDFC Bank Ltd 5th Floor, HT House, K G Marg, New-Delhi-110001
- 11. CITI Bank N A
 Jeevan Vihar Building,
 Sansad Marg,
 New-Delhi-110001
- 12. Standard Chartered Bank H2 Block, Connaught place, New-Delhi-110001
- 13. ICIC Bank Ltd.
 ICIC Tower,
 Bisham Pitamah Marg,
 Pragati Vihar,
 New Delhi 110003
- 14. IDBI Bank Ltd.
 19, K G Marg,
 Surya Kiran Building,
 New-Delhi-110001
- 15. HSBC Ltd. ECE House, 28 KG Marg, New-Delhi-110001

TERMS AND CONDITIONS FOR SUPPLY PORTION

(ENQUIRY NO.: B/4066/6/8375/V/1)

Offer must be sent in two separate sealed envelopes containing Techno-commercial offer in one envelope marked "TECHNO-COMMERCIAL BID" and prices in second envelope marked "PRICED-BID". Both the envelopes must be contained in the main envelope. Tender no. and due date to be marked on all the envelopes. Please fill this annexure & attach with your Techno-Commercial bid.

You are requested to kindly confirm/clarify the following :-

Sl. No	Description	Your confirmation
1.	Validity: Confirm that validity of the offer shall be 180 days from	
	the due date of opening of Techno-Commercial offers	
2.	Confirm that Prices have been quoted on F.O.B. and as well as C & F basis. (For Foreign Vendors)	
3.	Pl. quote your rates on Freight Pre-Paid up to Destination. The	
	goods can be despatched through any bank-approved transporters	
	having their branch at Haridwar. The names and addresses of	
	transporters approved by IBA as well as BHEL are posted at our	
	website www.bhelhwr.co.in. (For Indigenous Vendors)	
4.	Confirm that Bank Charges shall be either side	
5.	The Transit Insurance will be arranged by BHEL. Pl. send your offer keeping this in view.	
6.	Penalty (LD) for delayed delivery at the rate of ½ % (half percent)	
	per week or part thereof subject to a maximum of 10 % of the value	
	of unexecuted portion of the order will be applicable.	
7.	Confirm that Performance Bank Guarantee for the 10% of total	
	Order Value and valid for the entire Guarantee Period will be	
	submitted within 30 days of date of PO (in the event of placement of	
	PO). The bank Guarantee will be in the proforma prescribed by	
	BHEL and from one of BHEL consortium banks.	
0	(Refer Annexure VII (a) and Annexure VII (b))	
8.	Drawings/Data sheets/documents as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer	
	approval within 15 days of purchase order. Any delay in delivery on	
	account of late submission of drawings shall be to vendors account.	
	BHEL will arrange the approval of the drawings/data sheets/	
	documents with in 30 days of their receipt provided those are	
	complete in all respect.	
9.	Confirm that all the test certificates shall be submitted as per	
10	specifications	
10.	Please confirm that Defect liability (guarantee) period shall be	
	applicable for a period of twelve months from the date of	
	erection, commissioning and taking over of the respective	
	generating units, or thirty six months from the date of receipt	
	of last consignment at site, whichever is earlier.	
11.	Pl. confirm that O&M manuals and Quality Assurance	
	Documentation will be provided in required nos. of Hard Copies	
	and CD ROMs before despatch of material.	
12.	Confirm that the Quality Plan in BHEL format (enclosed) has been submitted along with offer.	
13.	Pl. note that at least 15 days notice would be required by BHEL	
15.	Limited for arranging pre-inspection.	
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14.	The Test Certificates/Inspection reports will be submitted to BHEL Limited for review and acceptance before despatch of Material. The Material Despatch Clearance (MDCC) will be provided with in 07 days of receipt of documents, provided those are complete in all respects.	
15.	Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
16.	Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only	
17.	Lumpsum Third Party Inspection charges (by Lloyds/BVQI) shall be quoted separately. However BHEL reserves the right to get material inspected from Lloyds at their own cost.	
18.	Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).	
19.	Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	
20.	Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotation are liable to be ignored.	
21.	Ink signed order acceptance shall be furnished within 15 days of order placement.	
22.	BHEL reserves the right to go for a Reverse Auction (RA) instead of opening the submitted Sealed Bid which will be decided after technical evaluation. Information and General Terms and Conditions governing RA are attached alongwith enquiry. (Refer Annexure -IX)	
	Pl. confirm your acceptance to this.	
23.	All envelopes to be marked with whether Part I "Documents in support of Qualification Requirement, Techno - Commercial Bid & Vendor evaluation Form" and Part II "Price Bid" The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	

GENERAL TERMS AND CONDITIONS OF RA

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE (RA)" i.e., ON LINE BIDDING ON INTERNET.

- 1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of ON LINE bidding on internet.
- 3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- 4. Business rules like event date, time, Start price, bid decrement extensions etc. also will be communicated through service provider for compliance.
- 5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
- 6. BHEL will provide the calculation sheet (e.g.EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges. Taxes and Duties, Freight charges, Insurance, Service Tax for services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill in the price and keep it ready for keying in during the Auction.
- 7. Reverse auction will be conducted on scheduled date & time.
- 8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- 9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to case basis to BHEL through Service provider within 24 hours of Auction without fail.
- 10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- 11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.