

No. Cap/OT/11-12

Date: 07/05/2011

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.
2. Last date for taking tender documents and Opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. Intending vendors must remit the tender fee of Rs. 2,000.00 for indigenous supplies (equivalent foreign currency \$ 50.00 / € 40.00) from foreign vendors against each tender along with the requisite EMD in the form of bank draft **only (Cheque / Bank Guarantee are not acceptable)** while submitting the tender documents as detailed in "Instruction to Bidders", after down loading from this web site.
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents

Sl. No.	Tender No.	Description of Equipment	Qty. (No.)	Last date to get from BHEL	Opening date
1.	C/6510/2010/8239T	Infrared Temperature Indicator (as per enclosed technical specifications)	2	07/06/11	08/06/11

- Guarantee certificate required
- Test Certificate required
- Recommended spares required
- Erection & commissioning required at site
- Pre-inspection by BHEL required
- Operation & Maintenance manual required
- Specification are enclosed

Gurmit Singh
AGM (PPX-CAP, S)



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 285291

Enq. No.: C/6510/2010/8239T

Date of issue : 07/05/11

Due Date : 08/06/11

M/S.....

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Sub: Tender Enquiry No. C/6510/2010/8239T

Dear Sir,

We are pleased to invite your offer in TWO PARTS strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (No.)	Delivery Required	EMD (Earnest Money Deposit)
1.	Infrared Temperature Indicator (as per enclosed technical specifications)	2	14/10/11	NIL

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 itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

Part-1 bids shall be opened of those vendors **ONLY AFTER ENSURING PROOF AVAILIBLITY OF EMD AND TENDER FEE (PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE {drawn in favor 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 for attending the bid opening.

All Govt. of India / PSU / State Govt. entities / **NSIC registered vendors (if registered for tendered item)** are exempted from submission of EMD.

NSIC registered vendors (if registered for tendered item) are also exempted from submission of tender fee (As per GM MM approval)

Purchase preference will be given to CPSE s as per GOI notification no. DPE/13(12) 2003-Fin. Dated 26th Oct'04

KINDLY READ “INSTRUCTIONS TO BIDDERS” **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE

INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED

Thanking You,
Yours Faithfully,

For & ON BEHALF OF BHEL, HARDWAR

AGM (Capital Purchase)

Instruction to bidders

Clause 1.0 :

The tenders shall be submitted in three parts (part I Techno -Commercial Bid, part II price Bid & part III vendor evaluation form) 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.

BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals / companies – representative / adviser / retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc. are agents)

The bidders (originals manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. **Unsigned bids shall be ignored.**

However, the suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.

Clause 1.1 : PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

Following change proposed

- a) Complete Technical offer
- b) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- c) Acceptance of commercial terms by vendor as per **Annexure I**.
- d) Deviation with reference to specification to be laid down on separate sheet.

Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses the same will be considered for final evaluation,

- e. Copy of price Bid (without prices).
- f. 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). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years** in absence of DNB / third agency report.

k) Any additional documents (please specify).

Clause 1.2 : PART-II (PRICE BID)

The price Bid (with price) to be submitted with part I, for the complete scope strictly as specified in the price Format attached as Annexure-II.

Prices are to be indicated in both figures and words. Incase of any discrepancy of value the prices quoted in words shall be considered for evaluation and establishing L1 status.

If price bid is not submitted along with the technical bid, the offer will be rejected out rightly.

Clause 1.2.1

a) Foreign Suppliers: The prices are to be quoted on C&F Mumbai (Sea) / New Delhi (Air) basis. The bidder who quote on other than C&F Mumbai / New Delhi basis then his offer will be loaded by the

maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port, against the enquiry/freight rate available with BHEL. Further non-availability of ship will not be accepted for rescheduling or waiver of penalties.

b) Indigenous suppliers : Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.

c) Insurance during transportation shall be taken care of by BHEL.

d) Applicable sales Tax, Excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation.

e) The comparison between foreign and indigenous bids shall be done based on the **Total** Landed price basis (FOR Destination).

Clause 1.3 :

Part-III - Supplier Registration/ evaluation form (SRF)

The SRF duly filled up will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness

Vendor evaluation form can be downloaded from www.bhel.com. BHEL registered vendors (registered with permanent code M, N, S) need not to submit SRF.

For New Vendors, the SRF is to be submitted essentially for the items having value more than Rs. 20 lacs, failing which the offer will not be considered further.

For Vendor registered with T code, VRF is to be submitted essentially along with the offer, failing which the offer will not be considered further.

Clause 2.2 :

PART-I containing techno-commercial part and part-III containing vendor Registration/ evaluation form will be opened on the date and time specified in the covering letter, in the presence of those **vendors**, who wish to attend **the tender opening**.

Following is to be added:

Offer should be complete in all respect (i.e. Part-I, Part-II, Part-III and Part-IV)

Clause 2.3 :

a. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.

b. BHEL reserves the rights to place order for tendered quantity on more than one vendor

Clause 2.3.1:

The part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders whose techno-commercial bid and financial health has been found acceptable.

BHEL reserves the right to evaluate vendors process capability / quality systems etc by visiting vendor works (if required)

Clause 3.1 :

The following shall be subscribed on the envelopes:

1. PART-I

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING.
3. "TECHNO-COMMERCIAL BID PART-I"

2. PART-II

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING OF PART-I.
3. "PRICE BID PART-II".

3. PART-III

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING.
3. Vendor evaluation form. Can be downloaded from, www.bhel.com

4. PART-IV

EMD AND TENDER FEE. : Details of Drafts attached (Amount, No, Bank, Branch, Issue date)

Clause 3.2 :

The part-I, part-II, part-III **and part-IV** shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as :

"TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----
-----CONTAINING PART-I, PART-II, **PART-III & PART IV** OF THIS OFFER." Vendor's full name and address should be clearly mentioned on the envelope

Clause 3.3 :

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

Clause No. 4: As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, One agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further such Indian Agent are likely to be de-listed (Black listed for business from BHEL)

Thanking You,

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

AGM (PPX-CAP)

ANNEXURE – I :- ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

1. Delivery basis :
FOR BHEL Haridwar (for indigenous supply)
C&F Mumbai sea port (for import supply)
2. (Freight charges up to BHEL Haridwar (for :
indigenous) / C&F Mumbai seaport (for import)
indicated separately in price bid)
3. Delivery period (in weeks/months) from date of :
purchase order.
4. Excise Duty :
5. CST / VAT :
6. Any other applicable tax :
7. Validity of offer should be 180 days :
from the tender opening date
8. Payment 80% of material cost against : if the terms are in deviation, suitable
dispatch documents through Bank & loading on vendor's price will be done.
balance 20% of material cost & E&C charges
after successful E&C of the equipment.
9. Late Delivery Penalty (LD) @ 0.5% per week :
and part thereof subject to a maximum of 10%
of Total Order value in case of late delivery.
10. Guarantee / Warranty (As indicated in :
Technical specifications)
11. Commissioning charges to be indicated :
Separately in price bid.
12. Bank charges : Either side :
13. Operation & Maintenance manual : (As indicated :
in Technical specifications)
14. Settlement of Disputes : :
For import source : Settlement of disputes through
arbitration shall be in accordance with Arbitration
Rules of Conciliation and Arbitration of the ICC, Paris.
The venue of arbitration shall be Delhi. The courts
of Delhi shall have exclusive jurisdiction.

For Indigenous Source: The venue of arbitration shall
be Haridwar Courts, which will have exclusive jurisdiction.

Remarks: No deviation in above-mentioned commercial terms is allowed, L1 will be decided on the basis of essential scope only. Optional (if any) to be quoted separately.

PRICE SCHEDULE**ANNEXURE-II****For import supply**

Description	Price (in foreign currency)
Basic m/c and equipment as per tech. specification covering all features (ex-works) Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.	
Essential Toolings / Consumables (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Total Services at vendors works (training, pre-acceptance etc.) Item wise break-up to be submitted as per technical specification	
Packing & Forwarding charges (FOB Charges)	
Sea freight upto Mumbai Seaport or Air Freight upto New Delhi Airport	
Total C&F cost =	
Total Services including E&C, training etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)	
Service Tax on Service charges @10.3% or prevailing rate	
Total Service at BHEL =	

For indigenous supply

Description	Price (in Indian rupees)
Basic m/c and equipment as per tech. specification covering all features (ex-works) Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the technical specifications.	
Essential Toolings / Consumables / Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Packing charges	
Excise duty : @10.3% or prevailing rate	
CST @2% or prevailing rate	
Forwarding charges	
Freight up to BHEL Haridwar stores	
Total supply cost at BHEL Haridwar =	
Total services including E&C charges & training etc. (price break-up to be indicated against corresponding clauses of technical specification)	
Service Tax @10.3% or prevailing rate	
Total service charges =	

NOTE :

- a) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION.
- b) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optionals as indicated in specification will not be taken for evaluation.
- c) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- e) Following details shall be provided in separate Annexure.
 - A) Unit prices for variable items.
 - B) Prices for any other OPTIONAL items.
- f) **Excise duty:** Concession forms requirements etc. to be stated wherever applicable.
- g) Transit insurance shall be arranged by BHEL

NOTE:

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelopes. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

1. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :

Signature :

Name :

Designation :

Department :

M/s

LIST OF BHEL CONSORTIUM BANK*

1	State Bank of India
2	Canara Bank
3	Bank of Baroda
4	Punjab National Bank
5	State Bank of Hyderabad
6	State Bank of Travancore
7	Corporation bank
8	Syndicate Bank
9	Indian Bank
10	Oriental Bank of Commerce
11	UCO bank
12	Central bank of India
13	IDBI Ltd.
14	HDFC Bank Ltd.
15	ICICI Bank Ltd.
16	Kotak Mahindra Bank Ltd
17	The Federal bank Limited
18	Abn-Amro Bank
19	Citi Bank
20	HSBC
21	Deutsche Bank
22	Standard Chartered Bank
23	United bank of India
24	Vijaya Bank
25	Union Bank of India
26	Bank of India
27	Andhra Bank
28	Punjab & Sind Bank
29	Axis Bank

* Please check the list of consortium banks on the following web site www.bhelhwr.co.in every time a bank guarantee is executed.



ANNEXURE-IV

WAM-28

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ----- Made between -----and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. --- (Rupees-----only).

1. We, _____ (Indicate the name of the Bank) (hereinafter referred to as 'the Bank') at the request _____ (Contractor (s) do hereby undertake to 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, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and 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, _____ (indicate the name of the Bank) further agree that the Guarantee herein contained 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 properly 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 _____ we shall be discharged from all the liability under this guarantee thereafter.

5. We, _____ (indicate the name of the Bank) _____ further agree with the Company that the 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) from 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, _____ (indicate the name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____ (indicate the name of the bank) _____

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

Against this enquiry for the subject item /system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” 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.