

Bharat Heavy Electricals Limited(Industrial System Group) Bangalore-560012, Karnataka, INDIA

ENQUIRY-Corrigendum -1		Phone: 080-22184045/080-22184087 Fax- 080- 22184074/23562713 E mail: vksh@bhelisg.com;mvg@bhelisg.com Web: www.bhelisg.com
Enquiry Number: 77/09/6078/VKS	Enquiry Date	Due date for submission of quotation:25/06/2009
You are requested to quote the enquiry no date and due date in all your correspondences. This is only a request for quotation and not an order.		

Item Description: 2x2.5 MW,6.6 KV DG set &accessories with control Panel for Pipavav Project

Details of Corrigendum	
Commercial clause (payment terms)	To be read as
90% payment for supply (indigenous supply)	90% payment within 60 days of receipt of dispatch document including PBG, endorsed by BHEL consortium bank.
Due date of submission of offer: 03-08-2009	
From new vendor following credentials must be furnished before opening technical bid <ol style="list-style-type: none"> 1. Service Network 2. Financial Strength9Balance Sheet for last two year) 3. Organisation Details 4. Engineering facilities(Like preparation of panel drg & assembly & of DG sets) 5. Ref list (address) of DG supplied of same rating & its working for more than two yeas in India 	

For original tender document with detail & other information pl visits www.bhelisg.com or www.bhel.com or <https://tender.gov.in>



ENQUIRY

AA11014

Enquiry No.
77/09/6078/VKS

Rev.no.

Date
27/05/2009

Due date for Quotation
Indicated in Newspaper

No.of items
26

Bharat Heavy Electricals Ltd.

Industrial Systems Group.,
Opp.Indian Institute of Science,Prof. CNR Rao
Circle, Malleswaram,Bangalore-560012
Telephone no.:2218 4045
Fax. no. 080-2218 Email : vksh @bhelisg.com

Please Quote Enquiry No.,Date, Vendor code, Due date and material code in all correspondence.

This is only a request for quotation & not an order.

Dear Sirs,

Please submit your lowest quotation subject to our terms and conditions given overleaf for the materials specified below/Annexure.

Sl no	Description	Qty	Destination	Delivery
1	3.125MVA DG SET, ACCESSORIES & CONTROL PANELS			
For Details refer Specifications .				

Enclosures :

a) Terms and Conditions	Doc.no. T&C	Sheets 4
b) Technical Spec for DG with An	Doc.no. IS-1-07-2014/B003	Sheets 64
c) Technical Specifications (Pa)	Doc.no. IS-1-07-2014/B003P	Sheets 11
d) Deviation Format	Doc.no.	Sheets 1
e) For Indegenous Supply	Doc.no. PRICE FORMAT FOR DG	Sheets
f) For Imported Supply	Doc.no. PRICE FORMAT FOR DG	Sheets

SPECIAL INSTRUCTIONS

- All prices should be quoted as per our commercial terms and conditions enclosed. In the event of a discrepancy between the price in figures and words, the amount entered in WORDS would be taken into consideration for evaluation and finalization of the order.
- The tender shall be submitted in two parts viz., PART-1 Technical & Commercial Terms & Conditions Bid and PART-2 Price Bid in separate sealed envelopes superscribed with the enquiry number & due date and should reach us latest by 2pm on **11-06-2009**.
- Both the sealed envelopes should be put in another cover. This outer cover should be superscribed with the enquiry no. & due date.
- The rates quoted should be valid for
- Tender shall be deposited in the ISG tender box located at the reception of Malleswaram Complex & tender opening will be done in the Committee room at ISG Entrance at 3 pm. Time of collection of tenders from the tender box by MM/Finance Team will be 2.30pm.
- We reserve the right to split the order.
- We reserve the right not to accept lowest tenderer and to give preference to Public sector undertakings as per rules. Offer should conform to our technical condition, any technical deviations should be explicitly highlighted. No deviations in commercial terms and conditions are acceptable. You shall quote best prices in the first instance. After technical and commercial acceptance of the tenders, price bid of technically & commercially accepted offers will be opened.
- Payment will be made by e-payment only and for which the vendors are to provide the following information along with their offer: their letter head duly signed; BANK NAME, BANK ADDRESS, BANK PHONE, IFSC CODE (NEFT), BANK ACCOUNT NO., PAN NO., SERVICE TAX NO., TIN NO., E-MAIL ID.

Yours faithfully,

For and on behalf of BHARAT HEAVY ELECTRICALS LIMITED

Vinoy Kumar Sinha
VINOY KUMAR SINHA

SR MGR /BG-1A

Annexure-1**Enquiry no.: Refer latest tender enquiry no****Equipment: +2x2.5MW, 6.6 KV 1000 RPM DG sets, Accessories & Control Panels****Customer: GSPC PIPAVAV 2x350 MW CCPP****Combined enquiry commercial terms & conditions for total supplies which originate either from India or being dispatched from outside India)**

Clause no.	Enquiry Term	Vendor's Acceptance / Remark
1	Price. : FIRM, CFR price inclusive of sea worthy packing & forwarding with marine freight.(if being dispatched from outside India) Transit Insurance is in BHEL Scope	
2	Location of Site / Ultimate customer: GSPC 2X350, Combined Cycle Power Plant Village-KOVAYA (near Pipavav)+ Taluk: RAJULA District: AMRELI State –GUJRAT INDIA	
3	Taxes & duties: Vendor should quote Firm price, as per price format enclosed. CIF value to be indicated separately in the price bid in case of indigenous vendors. PAC certificate shall be issued by BHEL. Any benefit accrued to supplier due to PAC certificate & deemed export benefits of the project shall be passed on to BHEL. CST is payable extra against C Form	
4	Freight: Equipment to be dispatched by road on freight prepaid and on door delivery basis up to Pipavav site. Inland freight Charges to be quoted separately in price bid only. This will be reimbursed at actual against documentary proof (original of stamped receipt from transporter indicating mode of payment, cheque details & LR no.) limited to the amount indicated	
5	Terms of Payment: Supply: Supply a) In case of import of Dg set from foreign supplier and indigenous supply of accessories-i.e., separate P.O for imported and indigenous supply: ai) For Imported portion: Main equipment (i.e. DG set & standard accessories) : PO for DG set to be placed on the	

	<p>Principal supplier. i) 90 % payment against irrevocable L/C with a usance period of 60 days from the date of dispatch, to be opened 2 months before dispatch of DG sets from the principal supplier. Getting the consignment cleared at the port of arrival and forwarding the same till final destination shall be in the scope of the local supplier for both orders. LC opening charges shall be respective account. However LC amendment charges shall be vendor account.</p> <p>ii) 10 % payment with a usance period of 60 days from the date of dispatch against irrevocable L/C against certificate of BHEL having no LD on account of late delivery as per P.O, to be opened 2 months before dispatch of DG sets from the principal supplier .</p> <p>aii) Indigenous items : PO shall be placed on the local supplier..</p> <p>The local vendor will be solely responsible for design, engineering, after-sales support and guarantee for both the orders.</p> <p>b) Indigenous items: (Payment Terms)</p> <p>1) 90% payment within 60 days of receipt of material at site and submission of dispatch document including PBG endorsed by BHEL consortium bank.</p> <p>2) Balance 10% within 30 days of commissioning of DG sets Incase commissioning is getting delayed beyond 1 year from date of last dispatch then payment can be released against separate BG of equivalent value & submission of technical documents as per P.O.</p> <p><u>For Supervision of Erection & Commissioning / Testing charges:</u></p> <p>100% payment within 60 days from date of commissioning against commissioning certificate from site.</p> <p><u>NO ADVANCE OR L/C FOR INDEGENIOUS SUPPLY SHALL BE MADE</u></p>	
6	<p><u>Delivery, Ex works, Within 8 months from date of LOI</u></p> <p>Drawing approval by BHEL within 4 weeks of submission. In case drawing approval is delayed beyond 4 weeks then delivery shall be extended accordingly.</p>	
7	<p><u>Guarantee:</u></p> <p>24 months from the date of provisional acceptance, ie, effective from September 28th 2010.</p>	
8	<p><u>Liquidity Damage</u></p> <p>Any delay in PO Delivery will attract LD/ penalty @ 0.5% value per week of the total order value of the equipment subject to a maximum 10% of the total order value.</p>	

	<p><u>For Imported item:</u> Date of shipment of goods at port of exit will be taken as delivery date for LD purpose.</p> <p><u>For Indigenous supply:</u> Date of inspection call with Internal test certificate will be taken as delivery date provided material is found ready during inspection for LD purpose..</p>	
9	<p><u>PBG</u> Performance Bank Guarantee for 10% of order value is to be submitted within 1 week from the date of P.O. This BG shall have claim period of 3 months beyond the guarantee period. BG has to be from BHEL consortium bank. List of BHEL consortium bank enclosed. In case two separate orders are placed for imported and indigenous supply, local supplier shall submit BG for both order put together.</p>	
10	<p><u>Loading Factor</u> Any Deviation to BHEL Requirements mentioned under Commercial Terms & Conditions enclosed to the Enquiry shall be loaded while evaluating, comparison of prices and L1 will be derived. Basis for Loading will be as per the guide lines prescribed in the Loading Factor Sheet Enclosed to the Enquiry. Acceptance of the vendor is must for this Clause, if not the same will be rejected.</p>	
11	<p><u>Inspection:</u> At manufacturer's works prior to dispatch by BHEL/Customer/Consultant. Inspection call with internal TC's to be given 10 days in advance.</p>	
12	<p><u>No of Consignment:</u> (to be indicated by Vendor)</p>	
13	<p><u>Risk Purchase</u> In case of default/ late delivery, purchaser reserves his right to make alternate arrangement / procurement at supplier's risk and cost.</p>	
14	<p><u>Arbitration</u> Subject to Bangalore Jurisdiction only based on Indian arbitration Act 1996</p>	
15	<p><u>Validity of offer</u> 60 days from due date. Incase revised price bids were sought due to revision in BOM/Scope during technical evaluation, then revised price bid shall also be valid for another 60 days from revised due date.</p>	
16	<p><u>Other Terms:</u> Please submit your quotation as per our enquiry conforming all the points in the item description otherwise your offer may be rejected. In case any deviation from BHEL requirement the same has to be clearly stated. Vendor to dully fill up "enclosed Deviation format."</p>	

	<p>In case the terms and conditions are not accepted your offer is likely to be rejected. Confirm terms and conditions as per our requirement.</p> <p>Please take of the enclosed specification and indicate your conformation for each points otherwise your offer may be rejected.</p> <p><u>Please submit your offer in two parts:</u></p> <p><u>PART-1: Techno-Commercial bid:</u> Please enclose this BHEL Commercial terms and conditions accepting all the clauses along with your technical offer in a separate sealed envelop and subscribe as technical bid. Do not mention the price anywhere.</p> <p><u>PART-2: PRICE BID:</u> Please mention the price and enclose in a separate sealed envelop and subscribe as Price Bid. Price bid shall strictly be submitted in "PRICE SCHEDULE FORMAT" enclosed along with specifications. Un priced bid shall invariably be submitted along with Techno-commercial bid.(indicated as "Quoted" for wherever there was an entry in Price bid.</p>	
17	<p>However vendor has to submit custom clearance Form to BHEL and shall be a part of dispatch document Vendor to indicate the Country of origin of the DG sets, accessories & Control panels.</p> <p>"Certificate of Authority" from the Principals of Engine & Alternator" manufacturers shall be furnished by the vendor along with this offer. This certificate shall authorize Vendor (who is submitting this offer) to quote, supply and extend site support for erection & commissioning of DG sets, accessories & Control panels for Pipavav.</p>	
18	<p><u>Evaluation of vender :</u> L1 Vendor for above enquiry (whether indigenou or foreign vendor) will decided based on total cost to BHEL Exchange rate shall be as published by "<u>Economic Times</u>"on the date of opening of price bids.</p>	

Enquiry no: 77/09/6078/VKS DTD: 27.05.2009

LOADING FACTOR FOR COMMERCIAL DEVIATION FOR DG & CONTROL PANEL FOR 2x2.5 MW DG SETS, ACCESSORIES & CONTROL PANEL FOR GSPC PIPAVAV 2X350 MW CCPP.

Following loading factor will be applied on vendor's prices for not agreeing BHEL's en commercial terms and condition

Sl no	Comm ercial Terms	BHEL ISG Standard Terms	Deviation	Loading factor for Non-compliance of BHEL ISG standard term
1	Terms of Payment	<p>Supply:</p> <p>a) In case of import of DG set from foreign supplier and indigenous supply of accessories-ie; separate P.O for imported and indigenous supply :</p> <p>a i) For imported portion: Main equipment (i.e. DG set & standard accessories): PO for DG set shall be placed on the principal supplier.100%payment against irrevocable L/C with a usance period of 60 days from the date of dispatch, to be opened 2 months before dispatch of DG sets from the principal supplier.</p> <p>aii) For indigenous items : PO shall be placed on the local supplier. The local vendor will be solely responsible for design, engineering, after-sales support and guarantee for both the orders.</p> <p>b) Payment Terms for Indigenous supply) FOR SUPPLY (For Indigenous Supply)</p> <p>a) 90% basic within 60 days from the date of receipt of complete set of original dispatch documents including test reports and Performance Bank Guarantee to BHEL</p> <p>b) Balance 10% within 30 days of commissioning of DG set with panel or one year from date of receipt of material at site & submission of technical documents as per P.O.</p>	<p>Immediate on dispatch</p> <p>Within 30 days of dispatch</p> <p>Through bank</p> <p>10% Payment within 180 days from the date of supply before (commissioning)</p>	<p>2% on the 90% of the basic material value</p> <p>1% on the 90% of the basic material value</p> <p>2.5% on the 90% of the basic material value.</p> <p>1% of the total order value.</p>
2	Price basis	FIRM, FOR SITE price basis to be adopted	NO DEVIATION ALLOWED	
3	Performance Bank Guarantee	<p>PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format only, directly from BHEL consortium Bank along with first invoice directly to BHEL</p> <p>This BG is to be furnished with additional claim period of 3 months beyond the guarantee period. In case two separate orders are placed for</p>	If not agreed	<p>5% of the basic material value.</p> <p>For part BG perportinete loading will be done.</p>

		imported and indigenous supply local supplier shall submit BG for both order put together.		
4	LD	<p>Any delay in PO delivery will attract LD at 0.5% value per week of undelivered portion of the equipment subject to a maximum 10% of the total order value.</p> <p>For Indigenous supply For L.D purpose inspection call with internal TC will be taken as delivery date provided material is found ready during inspection.</p> <p>For foreign supply For L.D purpose date of shipment from port of exit will be taken as delivery date.</p>	If not agreed	5% of the basic material value. For part LD part proportionate loading will be done.
5	Guarantee Clause	24m month from date of provisional acceptance, ie, effective from 28 th Sept 2010.	If not agreed for the stipulated guarantee period in the enquiry	0.5% of the basic material value per month for the difference in period
6	Risk Purchase	In case of default/ late delivery, purchaser reserves his right to make alternate arrangement / procurement at supplier's risk and	No Deviation Permitted	10 % of contract value.
7	Delivery	Ex Works, 8 month from date of LOI.	No Deviation Permitted	

GSPC Pipavav Power Company Limited

Block No. 15, 3rd Floor, Udyog Bhavan,
Sector 11, Gandhinagar 382011 India
Phone : +91-79-23237576, 23237578, 23245367
Fax : +91-79-23245507
email : gppc@gujaratpetro.com
website : www.gspcgroup.com

GPPC/S&L/1024

Date: May 15, 2008.

PROJECT AUTHORITY CERTIFICATE

I, Shri Sudhir Shah, General Manager (Projects), GSPC Pipavav Power Company Limited, am duly authorised to issue the Project Authority Certificate. I hereby certify that M/s. Bharat Heavy Electricals Limited have been awarded a contract for supply of goods of value, quantity and description mentioned below for total value of **INR 11,664,158,600 Plus USD 84,180,000 plus EURO 34,289,000** (in words **INR Eleven Billion Six Hundred Sixty Four Million One Hundred Fifty Eight Thousand Six Hundred Plus US Dollars Eighty Four Million One Hundred Eighty Thousand Plus Euro Thirty Four Million Two Hundred Eighty Nine Thousand Only**) against **Letter of Intent (LOI) No. GPPC/EPC Seln/40401/760 dated 27.12.2007.**

It is certified:-

- (a) ~~That supplies under contract No..... Dated..... are to be made in India to a project financed by multilateral or bilateral Agencies/ Funds namely which has been notified by the Department of Economic Affairs, Ministry of Finance vide their Reference No..... Dated and the same is under the procedure of International Competitive Bidding in accordance with the procedure of the above mentioned Agency/Fund, legal agreement of which provides for tender evaluation without including the customs duty in accordance with the provision in Para 8.2(d) and 8.4.4(ii) of the policy, 2004-09 and that the import content of the order is Rs.(figure and words).~~

~~Supply and installation of goods and equipment (single responsibility of turnkey contracts) to projects financed by multilateral or bilateral agencies/funds as notified by Deptt. of Economic Affairs, Ministry of Finance under International Competitive Bidding in accordance with the procedures of those agencies/funds, which the bids may have been invited and evaluated on the basis of Delivered Duty Paid (DDP) prices for the goods manufactured abroad.~~

- (b) ~~That supply of the Capital Goods under the contract to be made to fertilizer plants in India is under the procedure of International competitive bidding in accordance with the Provisions of Paragraph 8.2(e) and 8.4.5 of the Policy 2004-09 and that the import content of the order is Rs.(figure and words)~~



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- (c) ~~That supplies under the contract are to be made to a project/purpose namely import to which is permitted at zero customs duty, by the Ministry of Finance vide Notification No. dt. but if procured domestically, then the benefit of Deemed Exports has been prescribed in accordance with the paragraph 8.2(f) and 8.4.4 (iii) of the Policy, 2004-09 and that the import content of the order is Rs. (figure and words)~~
- (d) ~~That supply of goods required in connection with petroleum operations undertaken under petroleum exploration licences or mining leases under international competitive bidding is made in accordance with the provisions of paragraph 8.2(f) and 8.4.4(iii) of the Policy and the import content of the order is Rs. (Figures and words).~~
- (e) That supply of the goods under the contract to be made to power project in India is under the procedure of international competitive bidding in accordance with the provisions of paragraph 8.2(g) and 8.4.4(iv) of the Policy 2004-09 and that the import content of the order is **USD 84,180,000 plus EURO 34,289,000** (in words **US Dollars Eighty Four Million One Hundred Eighty Thousand Plus Euro Thirty Four Million Two Hundred Eighty Nine Thousand Only**).
- (f) ~~That supply of the goods under the contract to be made to refineries in India is under the procedure of international competitive bidding in accordance with the provisions of paragraph 8.2(g) and 8.4.4(v) of the Policy 2004-09 and that the import content of the order is Rs. (figures and words)~~
- (g) ~~That supply of the goods to projects funded by UN agencies in accordance with the provisions of paragraph 8.2(i) and 8.4.6 of the Policy, 2004-09 and that the import content of the order is Rs. (Figures and words)~~
- (h) ~~That supply of goods to specified nuclear power projects under the procedure of Competitive Bidding is made in accordance with the provisions of paragraph 8.2(j) and 8.4.7 of Policy, 2004-09 and the import content of the order is Rs. (Figures and words).~~

2.* It is further certified that the contract No Dated..... in respect of Supply of Plant and Equipment for 2x351.43 MW Combined Cycle Power Plant including associated auxiliaries on EPC basis at Village Kovaya near Pipavav, Taluka Rajula, District-Amreli, Gujarat State has been awarded to M/s. Bharat Heavy Electricals Limited as the Indian/ Foreign main contractor and M/s. ** are the sub-contractor, whose name is also included in the main contract. The description, quantity of the goods as described below to be supplied to us directly by the sub-contractor or to be supplied by the sub contractor to the main contractor is shown in the main contract and is in

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