



ISO 9001-2000, ISO 14001
and OHSAS 18001 certified
company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar,
NOIDA – 2 01301 (INDIA)
Phone: 91-120-2416500/2416284/2416511
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TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL sites in India as follow: -

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/ RG/ E-2090	MS ERW PIPES AND BENDS AS PER SPECIFICATIONS ENCLOSED WITH THE TENDER. QTY REQUIRED: As per Annexure	28.12.2010 15:30 Hrs (IST)

Notes:

1. For detailed tender enquiry, please visit BHEL web site www.bhel.com
2. Purchase Preference will be given to CPSUs as per Indian Govt. Guidelines.
3. Consignee: **BHEL Site office, Construction Manager, OBRA Thermal Power Station, Distt. Sonbhadra , Near Allahabad, U.P.**
- 4.
5. All amendments to this Tender will be hoisted in this web page only and not in the newspapers. Bidders shall keep themselves updated with all such amendments by checking the site regularly.

Engineer /Purchase



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BHEL Power Sector, Northern Region invites bids for the following items required at BHEL sites in India as follow: -

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BHEL/PSNR/SCP/RG/ E-2090	MS ERW PIPES AND BENDS AS PER SPECIFICATIONS ENCLOSED WITH THE TENDER. QTY REQUIRED: As per Annexure “A”	28.12.2010 15:30 Hrs (IST)

DESTINATION FOR SUPPLY IS AS FOLLOW:

BHEL SITE OFFICE, Construction Manager/ BHEL, OBRA Thermal Power Station, Distt. Sonbhadra , Near Allahabad, U.P.

Annexure “A”

TABLE-1

S.No.	Description	Specification	Qty.	UOM
1	350 Nb make up water line	MS ERW IS:3589 (6 thk)	300	meters
2	450 Nb Cooling water line	MS ERW IS:3589 (6 thk)	400	meters
3	100 Nb Cooling water line	MS ERW IS:1239 , Part-1 medium	600	meters
4	100 Nb Air pipe water line	MS ERW G.I. PIPE as per IS:1239 , Part-1 Heavy Gr.	350	meters
5	150 Nb Cooling water line	MS ERW IS:1239 , Part-1 medium	200	meters
6	200 Nb Cooling water line	MS ERW IS:3589 , 5.2 mm THK	200	meters

Note: All pipes shall be supplied in length of 10 to 12 meters only.

TABLE-2

S.No.	Description	Specification	Qty.	UOM
1	90° bend for Nb 100	ERW BUTT WELD	25	nos.
2	90° bend for Nb 150	ERW BUTT WELD	12	nos.
3	90° bend for Nb 200	ERW BUTT WELD	12	nos.
4	90° bend for Nb 350	ERW BUTT WELD	15	nos.
5	90° bend for Nb 450	ERW BUTT WELD	18	nos.
6	Equal Tee for 15 Nb	Forged Steel IS:1239 , Part-II	50	nos.

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QUALIFYING REQUIREMENTS / PAST EXPERIENCE (ANNEXURE-1)

- 1) OFFER FROM ONLY THOSE MANUFACTURERS WILL BE CONSIDERED WHO HAVE BEEN MANUFACTURING OR SUPPLYING THE PIPES/ TUBES OF VARIOUS SIZES TO REPUTED COMPANIES. DETAILS MAY BE FURNISHED FOR LAST 2 YEARS.**
- 2) IN CASE ANY MANUFACTURER IS NOT MAKING ALL THE SIZES say, Nb 250 AND ABOVE, MAY OUTSOURCE THE SAME FROM OTHER MANUFACTURERS AND QUOTE FOR ALL THE SIZES INCLUDING FITTING. IF NECESSARY THEY MAY OUTSOURCE FITTINGS ALSO HOWEVER, THEY SHALL BE RESPONSIBLE FOR THE QUALITY OF PRODUCT.**
- 3) Excise duty actually incurred by Seller/Contractor on self manufactured items against the dispatch made from his factory/works constituting a sale under the Order, alone shall be reimbursed at actuals against requisite documentary evidence. The invoice cum Excise duty gate pass (Excise Invoice) should contain the name of ultimate consignee as specified in the Order. No excise duty shall be payable by purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/Contractor's factory/works.**
- 4) ONLY THOSE OFFERS WILL BE CONSIDERED WHO HAVE QUOTED FOR ALL THE ITEMS (AS PER TABLE-1 & 2), IF NOT IN THEIR MANUFACTURING RANGE, CAN BE OUT SOURCED (as per S.No.2) UNDER THEIR CERTIFICATION OF WARRANTY.**

IMPORTANT NOTES (ANNEXURE-2)

1. The Tender Document comprise of following;
 - a. **Tender Notification**
 - b. **Tender Invitation**
 - c. **Annexure- A (Technical Specifications)**
 - d. **Qualifying requirements , ANNEXURE-1**
 - e. **Special Terms & Conditions ,ANNEXURE-3**
 - f. **General Terms & Conditions. ANNEXURE-4**
 - g. **Rate Schedule, ANNEXURE-5 & 6**
2. Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site.
3. Offers must be submitted to the undersigned latest by 28.12.2010 before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. (IST) on 28.12.2010.
4. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
5. BHEL reserves the right to accept or reject any or all tenders without assigning any reason what so ever. BHEL reserve the right to go for Reverse Auction with the bidders whose techno-Commercial offer shall be accepted by BHEL
6. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
7. Purchase Preference will be given to CPSUs as per Govt. Guidelines.
8. BHEL reserves the right to carry REVERSE AUCTION.
9. Unloading of materials shall be in the BHELs' scope.
10. Price should be quoted for F.O.R destination delivery at BHEL site office , OBRA THERMAL POWER STATION, U.P
11. PRICE QUOTED SHOULD BE INCLUSIVE OF ALL THE APPLICABLE CHARGES, TAXES AND DUTIES. HOWEVER RATES OF ENTRY TAX, SALES TAX, EXCISE DUTY & OTHER STATUATARY LEVIES SHOULD BE INDICATED SEPERATELY. VARIATION IN EXCISE DUTY, SALE TAX/ VAT OR ANY OTHER STATUATARY LEVIES DURING CONTRACTUAL DELIVERY PERIOD SHALL BE TO BHEL'S ACCOUNT. BHEL SHALL ISSUE:
 - 'C' FORM, FOR SUPPLY OF MATERIALS FROM OUTSIDE U.P., AGAINST THE E1/E2 FORM SUPPLIED BY SUPPLIER.
 - ROAD PERMITS.

12. Quoted rates shall remain firm except for variation in Duties / Taxes as mentioned at serial no. 12 above.
13. Quantity variation: **Successful bidder to supply the quantity as per Tender only, however Quantity variation up to One full length (of 10 to 12 meters) is permissible for each size of pipe as per Table-1 , required to complete the ordered quantity.**
14. **Suppliers to sign and submit all pages of enquiry as a proof of acceptance.**

15. LANGUAGE & CORRECTIONS

- a) The Tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. Erasure and over-writings are not permitted and may render such tenders liable for rejection.
- c) Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d) All cancellations and insertions shall be duly attested by the tenderer.
- e) All columns for price format shall be filled. If not applicable, please write "NA"

16. TENDER EVALUATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

17. PRICE DISCREPANCY

- a) Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.
- b) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- d) In case of any other discrepancy, the decision of the purchaser will be final.

18. DISCOUNTS

Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only.

Engineer/ Purchase

SPECIAL TERMS AND CONDITION (ANNEXURE-3)

Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply, of MS ERW PIPES AND BENDS as per detailed specifications in Annexure-A, so as to reach us before the date of opening. The tenders (Part I only) will be opened at 3.30 PM (IST) on 27.12.2010

Tender should not be addressed to any Individual's name but only by designation to:

**ADDITIONAL GENERAL MANAGER/ PURCHASE
BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
Power Sector-Northern Region,
Plot no.25, Sector 16 A,
NOIDA –201301 (INDIA)**

The tenderers are advised to submit the bid in conformity with the following: -

NOTE:

1. TENDERS TO BE SUBMITTED IN TWO PARTS:

PART: I: TECHNO-COMMERCIAL BID. IT SHOULD INCLUDE FOLLOWING:

- i) Documentary evidence of manufactured/ supply of said material.
- ii) Acceptance to commercial terms and conditions. (By submitting duly signed and stamped all pages of Tender document as a proof of acceptance)
- iii) Normally no deviations are allowed (Techno-Commercial). However, If there are any deviations, the same should be clearly specified. Deviation, if any, may lead to rejection of offer or may be accepted subject to suitable loading by BHEL and for which BHEL's decision shall be final and binding.
- iv) Bidders shall submit their offer **in INR only**, the same to be indicated in their offer (Part-I).
- v) Commercial : This part shall include / indicate the following:
 - (a) Station of dispatch**
 - (b) Taxes & duties applicable.**
 - (c) Delivery Schedule**
- vi) A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details to be enclosed with clearly mentioning that whether **QUOTED or NOT APPLICABLE**. (No hidden charges shall be accepted).

PART: II: PRICE BID AS PER FORMAT 'A', DULY FILLED, SIGNED AND STAMPED. IT SHOULD INCLUDE FOLLOWING:

- i) Offered price (as per Rate Schedule format enclosed).
- ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

2) Following should be super scribed on the envelopes of the two parts of the Bid.

Part I: Techno-Commercial Bid:-

Tender for: _____

Tender No. _____ Due on: _____

Part II: PRICE BID:

Tender for: _____

Tender No. _____

3) BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED & SUPERSRIBED AS:

Tender for: _____

Tender No. _____ **Due on:** _____

Containing Part I and Part II of the offer.

- 4) The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.
- 5) **Inspection, Testing at manufacturer's works:** BHEL may inspect the material at vendor's premises before dispatch. However final inspection will be at site. Supplier has to send a copy of test certificate and need to obtain "DISPATCH CLEARANCE" from BHEL, before dispatch of material.

Supplier has to intimate (at least 10 days in prior and in writing) for inspection of above material at their works. However if there is any delay in inspection by BHEL, the same will be on BHEL's account.

- 6) **The delivery of material shall be within 6-8 weeks after receipt of P.O. However vendors are advised to quote their best delivery.**
- 7) Offers should be valid for a period of 120 days from the date of Techno-Commercial bid (Part-I) opening.
- 8) The material being offered should be strictly as per the relevant IS codes.
- 9) Payment Terms: Tenderer shall adhere to the following payment terms :-

100 % of payment + 100% TAXES DUTIES, P&F, FREIGHT & INSURANCE WITHIN 30 days of receipt of material at destination.

The set of documents required for 100% payment shall be as follows

- Three Original of tax Invoices (Cenvat / Modvat Invoice)
- One original and one copy of Packing List
- Copy of LR.
- Inspection and Test Certificate. Copy of “ Dispatch clearance” certificate issued by BHEL.

NOTES:-

(i) Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.

(ii) No advance shall be paid.

- 10) In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.

ENGINEER/PURCHASE

GENERAL TERMS & CONDITIONS (ANNEXURE-4)

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification as per technical specifications of tender.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per **clause 9** of "**SPECIAL TERMS AND CONDITIONS**".
All payments shall be done through Electronic Funds Transfer supplier shall submit bank details with bill invoices .In case of payment through, Bank all incidental charges will be to the Beneficiary's account.
5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
6. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.
7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
8. Supply against orders will be subject to the General Conditions of Contract prevailing in Bharat **Heavy Electricals Limited**.
9. Where Sales Tax is payable extra it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer.
10. **Liquidated Damages:** It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½% (half percent) of the value of goods in arrears per week subject to a maximum of 10% (ten percent) of order value, will be levied at the discretion of the purchaser, without prejudice to any other relief or compensation due to the purchaser under any other condition to the contract.
11. **Risk Purchase:** - Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 10 above.

12. **Inspection:** All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment.
13. **Insurance:** - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks
In all other cases, supplier must furnish particulars of dispatch i.e. station of dispatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.
- Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.**
14. **Metric System:-** Suppliers are requested to give metric measurements while quoting.
15. **Arbitration** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 The place of Arbitration shall be New Delhi(India).
16. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

ENGINEER/PURCHASE

PRICE SCHEDULE (ANNEXURE-5)

Project: OBRA THERMAL POWER STATION (R&M), U.P.

Item Description: MS ERW PIPES AND BENDS AS PER SPECIFICATIONS ENCLOSED WITH THE TENDER.

S.No	Description	Price (Rs.) (In figures and words)
5.1	TOTAL FIRM PRICE (Break-up to be given in Annexure-6.0) for supply of MS ERW PIPES AND BENDS AS PER TENDER SPECIFICATIONS.	
5.1.1	WITH "C" FORM	
5.1.2	WITHOUT "C" FORM	

NOTES

- A / Item wise breakup of the Prices shall be given separately in the enclosed Price Schedule (item-wise break-up).
- B / **Bidder should note that total price indicated above at 5.1.1 / 5.1.2 (whatever applicable) shall be considered for Price Evaluation and hence should be complete in all respect for the full scope defined and considering all terms and conditions agreed.**
- C / Any item not included in the price quoted above and shown separately will not be considered.
- D / In case, price indicated above does not match with the enclosed item-wise break-up and break up given at 6.0, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price.

6.0 BREAK UP OF PRICE GIVEN IN 5.1 ABOVE

ANNEXURE- 6

S.No.	Description	Specification	Qty.	UOM	Unit Rate	Total Amount	Excise Duty
6.1	350 Nb make up water line	MS ERW IS:3589 (6 thk)	300	meters			
6.2	450 Nb Cooling water line	MS ERW IS:3589 (6 thk)	400	meters			
6.3	100 Nb Cooling water line	MS ERW IS:1239 , Part-1 medium	600	meters			
6.4	100 Nb Air pipe water line	MS ERW G.I. PIPE as per IS:1239 , Part-1 Heavy Gr.	350	meters			
6.5	150 Nb Cooling water line	MS ERW IS:1239 , Part-1 medium	200	meters			
6.6	200 Nb Cooling water line	MS ERW IS:3589 , 5.2 mm THK	200	meters			
6.7	90° bend for Nb 100	ERW BUTT WELD	25	nos.			
6.8	90° bend for Nb 150	ERW BUTT WELD	12	nos.			
6.9	90° bend for Nb 200	ERW BUTT WELD	12	nos.			
6.10	90° bend for Nb 350	ERW BUTT WELD	15	nos.			
6.11	90° bend for Nb 450	ERW BUTT WELD	18	nos.			
6.12	Equal Tee for 15 Nb	Forged Steel IS:1239 , Part-II	50	nos.			
6.13	TOTAL (Sl. No. 1 to 12)				-----		
6.14	PACKING and FORWARDING CHARGES						
6.15	Total lump sum towards Excise Duty (Indicate rate of excise duty) Note : Excise duty shall be paid at actuals against documentary evidence on yours self manufactured items and not on your sub-vendor items. Payment of excise duty shall be limited to the amount indicated. Kindly indicate NA against Excise duty for Bought out items.						
6.16	SALES TAX WITHOUT C FORM						
6.17	SALES TAX WITH C FORM						
6.18	Amount of any other taxes, duties, levies not specified above, but included. (Please specify the type of taxes, duties etc.)						
6.19	FREIGHT AND INSURANCE CHARGES (UPTO OBRA SITE)						
6.20	TOTAL WITH C FORM						
6.21	TOTAL WITHOUT C FORM						

NOTE: 1. Total of 6.1 to 6.20 / 21 should tally with total of 5.1.1/5.1.2
2. All pipes shall be supplied in length of 10 to 12 meters only.

(Signatures of the Bidder with Name, Designation & Company's Seal)

NOTES:

1. **Tenders will be evaluated based on the total price for all the requisite material as per TABLE-1 and TABLE-2 up to FOR Site after considering CENVAT benefit to BHEL.** Bidders are requested to quote for each and every item from 1 to 12 as indicated above. Please indicate NIL against items not applicable.
2. CENVAT/MODVAT credit: The quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the tenderer is availing **MODVAT** credit for his input materials, the effect of Performa credit should be passed on to the purchaser.
3. Any other charges, if not specified above, may also be indicated.
4. Incomplete offer received may not be considered.

(Signature and Seal of Tenderer)