



Ref. Enquiry No. : E-5421/2016
Date:30/12/2016

DUE DATE
Dated : 20/01/2017
14:00 HRS

Subject: Tender Enquiry of COAL FLOW-ABILITY STUDY as per Technical Specification No. PE-TS-412-161-A001 (Rev 0) for 2X660 MW ENNORE SEZ STPP.

BHEL invites offers from reputed Vendors (Refer pre-qualifying requirements and other tender documents uploaded on our websites www.bhelpem.com & www.bhel.com and CPP portal www.eprocure.gov.in).

SCOPE OF WORK:-

A comprehensive flow ability study of crushed blended and imported coal for 2x660MW Ennore SEZ STPP shall be conducted by the bidder, for the coal bunker to ensure smooth flow of coal in all Seasons with different moisture contents and different percentage of fines. The bunkers are required, to promote mass flow without choking and rat holing problems even with the fines content and Moisture content of worst coal indicated in the Technical specification no.-PE-TS-412-161-A001. Details of reports shall be as per Technical specification PE-TS-412-161-A001.

Bidder to submit their offer in two parts in two separate sealed covers for the under mentioned Package.

Part-I: Techno-commercial bid

Part-II: Price bid

Item Description - COAL FLOW-ABILITY STUDY		
Sl. No.	Projects	TECHNICAL SPECIFICATION NO.
1	2X660 MW ENNORE SEZ STPP	PE-TS-412-161-A001 (Rev 0)

Bidder to submit their best quotation/offer for the above requirement, in line with tender terms and conditions. Tender is to be either delivered in person or sent by **COURIER/REGISTERED POST**, to the following address only:

Tender Room,
Bharat Heavy Electricals Ltd.,
Project Engineering Management,
PPEI Building, HRD & ESI Complex,
Plot No. 25, Sector - 16A,
NOIDA - 201 301 (U.P.)
Attention: 1) Mr. Akash Verma / SR ENGR, PG II-2, Ext. 8960
2) Mr. ANIL KUMAR PANDEY / DY MANAGER PG II-2,

It shall be the responsibility of the bidder to ensure that the Offer/Quotation is delivered on or before the **due date by 02:00:00 PM (IST)**. The offer has to be deposited in tender box only. Part-I bids shall be opened at **03:00:00 PM (IST)** on the due date in the presence of authorized representatives of the bidders, who may like to be present.

Important Note to be considered by All Bidders:

Akash Verma
Engineer/PG-II-2, BHEL/PS-Project Engineering Management,
Power Project Engineering Institute,
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Akash Verma

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The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

TERMS AND CONDITIONS (In conjunction with Tender Enquiry Letter terms) :

1. **Pre-Qualifying Requirements:**
Bidders has to provide the required details as per "TECHNICAL QUALIFYING REQUIREMENTS" (enclosed as NIT Tender Documents). Bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements.
2. Bidders have to note that this is a **conditional enquiry (Open Tender)**. Price bid (Part-II) opening/RA participation of those bidders, who are not not approved by Customer (TENGEDCO) shall be subjected to TENGEDCO approval.
3. **Reverse Auction:** Bidders have to note that BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. **For details refer clause no. 13.0 of "Instructions to Bidders" of GCC Rev. 06.**
4. Prices shall remain firm till completion of Job.
5. Service Tax paid by the Service Provider/ Contractor to the Government Authorities directly shall only be reimbursed at actuals against documentary evidence of deposit like challan, but restricted to the rate and amount mentioned in the order/ contract. The offer should clearly indicate the percentage and the total amount of service tax.
6. Statutory variations in service tax on service rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer will be to the account of purchaser. Notwithstanding the above, where the actual completion of the services occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule. No other variations such as on custom duty, exchange rate, minimum wages, price of controlled commodities, any other input etc. shall be payable by the purchaser.
7. If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.
8. Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.
8. (A) EMD is not applicable for following types of bidders :-
 - a) Joint Venture or Subsidiary companies of BHEL
 - b) Central/ State PSUs/ Government deptts/ Autonomous/ Educational/ Research institutions
 - c) Consultancy services; Banking, Insurance and other Professional services waiver**Note: - EMD of Rs. 48,140/- is applicable for all other types of bidders.**

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(B) Modes of deposit of EMD

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

(D) EMD shall not carry any interest.

(E) EMD of successful tenderer will be retained as part of Security Deposit.

F) EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

9. Security deposit is not applicable for following types of bidders :-

- a) Joint Venture or Subsidiary companies of BHEL
- b) Central/ State PSUs/ Government departments
- c) Autonomous/ Educational/ Research institutions

Note: - The total amount of Security Deposit applicable is 5% of the contract value for all other types of bidders. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

The Security Deposit shall not carry any interest.

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10. Collection of Security wherever applicable:

At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

11. Please note that for technical bid, detailed offers are to be submitted including the following along with the Price schedule as per BHEL format enclosed with NIT:-

- Technical Deviations, if any.
- Un-Priced price format duly filled in "QUOTED" or 'Q' in each column/row.
- Separate Sealed price-bid envelope.
- Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms and instruction conveyed.

All the above referred Tender Documents shall automatically become the part of the Order/Contract after its finalisation.

12. All correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address :

Mr. Akash Verma, SR ENGR, PG-II-2 M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301, U.P., INDIA E-MAIL: akashverma@bhhelpem.co.in Ph. No. +91-120-4368960, 91-9718575780	Mr. Anil Kumar Pandey, Dy manager, PG-II-2 M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301, U.P., INDIA E-MAIL: apandey@bhhelpem.co.in Ph. No. +91-120- 4213528
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13. Bidder to submit no deviation certificate along with offer.

14. Evaluation will be done on the basis of delivered cost (i.e. total cost to BHEL). For Evaluation, the exchange rate (TT selling rate of SBI) shall be taken as on date of Part-I bid opening (wherever applicable). If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

15. Foreign bidders quoting along with their Authorised Indian associates to comply BHEL guidelines which is available on <https://www.bhhelpem.com/Tenders.aspx>.

16. Payment terms:-

- 60% payment after submission of draft report against engg certification.
- Balance 40% payment after acceptance of final report against engg certification.
- Three copies of draft report will be submitted after completion of test and 3 copies of final report will be submitted after receipt of comments from the BHEL/customer.
- Payment shall be made by ECS/NEFT.
- Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).


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17. **Submission time of Reports:** Vendor shall complete the draft report as per technical specification within 3 months from the date of receipt of sample and final report will be submitted within 15 days from the date of receipt of comments on draft report.
18. **Quantity of Coal Sample for Testing:** -For detail refer tech spec. Quantity of coal sample is in BHEL scope. Quantity will be informed by bidders in their bids only.
19. **Liquidated Damages:** BHEL shall recover from the seller, as agreed liquidated damages and not by way of penalty, a sum equivalent to half per cent (1/2%) of the total order/ contract price, excluding element of taxes per week or part thereof subject to a maximum of ten per cent (10%) of total order/contract price, excluding element of taxes, if the vendor has failed to submit study draft report or 'final report after BHEL COMMENT' within delivery period as given above.
20. **PRICE DISCREPANCY**
Following shall be considered for evaluation and ordering for non-conformities/errors/ discrepancies in price bid:
 - (a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Purchaser, the bid is liable to be ignored.
 - (e) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and, therefore, shall not be reimbursed.
21. **All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com), BHEL-PEM website (www.bhelpem.com) & CPP portal (www.eprocure.gov.in) only. Bidders should regularly visit websites to keep themselves updated.**
22. If at any time during the currency of contract, the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and condition even after the notice (in writing) is given to him, BHEL may without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract.
23. Bidder shall have valid service tax registration

Thanking You,
For and on behalf of BHEL

Akash Verma
SR ENGR/PGII-2/BHEL-PEM

Enclosures:

1. Price Format Annexure-A (Prices should be quoted in this format only)
2. Technical Specification
3. Technical PQR

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