

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
CS & FP PLANT,
Industrial Area Jagdishpur, District: Amethi, UP-227817, India

Notice Inviting Tender

Tender Enquiry No: 201701672

Dtd: 17.01.2018

E-Tender are invited in two Part Bid System for the Supply, erection, installation and commissioning of VFD for Screw compressor as per BHEL Specification as per Annexure-A for CS& FP Plant.

(I) General:

1. The tender will be under two-part bid system. The first part would be techno commercial bid and the second part would be the price bid. Price bid would be opened for only those suppliers who qualify in the techno commercial bid. Alternatively, BHEL reserves the right to go for reverse auction for techno-commercially qualified bidders through electronic media. If this option is used, our authorized service provider would contact the suppliers who qualify in the techno commercial bid for web based reverse auction.

2. **Mode of Submission of offer:** Being e-tender, offer will be submitted online through e-tender portal: <https://bheleps.buyjunction.in>

3. E procurement Service Provider details:

M/s M-Junction services limited, Kolkata
Godrej Water Side, 3rd Floor, Tower-1, Plot-V, Block - DP Sector - V, Salt Lake, Kolkata-700091, West Bengal, INDIA

Sl. No.	Email Id	Contact No.
1	eps.customercare@mjunction.in	033-66106426/6217/6013/6046/6176 9163348283/9163348284/9163348285

4. The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

5. Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to BHEL-CS&FP. **Any offer received in Hard copy shall not be accepted and straightway rejected by BHEL-CS&FP**

6. The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Price shall not be mentioned by them anywhere in the techno-commercial offer. Price shall be furnished in the relevant price schedule only. In case of any clarification, bidder may contact us.

7. Bids shall be submitted through e-Procurement portal, <https://bheleps.buyjunction.in>, of M/s M-Junction Services Limited who is our solution provider.

8. Tender Cost: Nil

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9. Earnest Money Deposit (EMD): NIL

10. Latest updates: Latest updates on the critical dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendum). Bidders to keep themselves updated with all such information. Bidders may please visit <https://bheleps.buyjunction.in> for document submission.

(II)

- Item Description and Scope of Supply:**

Sl. No.	Item Description	UoM	Qty.
01	FU8365001225 VFD WITH IP-54 ENCLOSURE PANEL WITH BYPASS ARRANGEMENT BY CIRCUIT BREAKER SUITABLE FOR SCREW COMPRESSOR INDUCTION MOTOR (MAKE-ELGI)-250 KW, 3 PHASE 415 V AC, 406 AMP., I(MAX)-487 A, SPEED-1490 RPM, EFF.-95.2,S1 DUTY,SF-1.2 OTHER REQUIREMENTS AS PER ANNEXURE-A	No.	1
02	FU8365001233 OFF LOAD CHANGE OVER-630 AMP.,4 POLE, MANUAL TYPE IN DRIVE ENCLOSURE PANEL	No	1

- Scope comprises as per BHEL Specification no. Annexure-A & B. Bidders to mention the acceptance or deviation if any for each term in the respective cells of the Technical terms in annexure-A.**

(III) Pre-Qualifying Requirement (PQR) condition:

Sl. No.	PQR Condition	Vendor remarks
1	Financial standing through ITR, Annual report (Audited balance sheet and profit & loss account) of last 3 years. i.e. FY 2014-15, 2015-16 & 2016-17	
2	The bidders should have proven three year experience of supply and erection, commissioning of VFD for screw compressor (as per clause no. 5 of annexure-A)	
3	For Manufacturer: - Capabilities with respect to personnel, equipment and manufacturing Facilities. Or for Trader/ Dealer/ Agent etc. a) Authorization letter from their principal is mandatory. b) In case of foreign principal: An agency agreement deed copy is required.(as per clause no. 5 of annexure-A)	

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Note- Bidders who qualifies in above qualifying requirement shall be eligible for techno- Commercial evaluation of the offer.

IV. Commercial Terms: (Note: Bidders to mention the acceptance or deviation if any for each term in the respective cells of the Commercial terms)

Sl. No.	Terms	Description	Supplier Confirmation
1	Validity of offer	Offer validity will be for 90 days from date of opening of Part-I of enquiry	
2	Techno-Commercial Compliance Statement	Vendor to Submit/upload Techno-Commercial Compliance statement (Refer Annexure-2). This sheet is mandatory to fill.	
3	Delivery	For Supply: Within 12 Weeks from the date of issue of Purchase Order For Erection, Installation & commissioning: Within 02 weeks from date of delivery	
4	Delivery Term	Deliveries shall be F.O.R. CS- Stores, BHEL CS&FP Jagdishpur	
5	Insurance	Insurance shall be borne by Vendor	
6	Price	The basic prices shall be firm. All taxes & duties to be specified. Specifically which shall be applicable at actual at time of invoicing. Supplier to raise the invoices only as per GST Act of GOI. The GSTN no of supplier as well as GSTN No of BHEL must be mentioned on the invoices/bills of the materials. The correct HSN code as well as rate of GST applicable are mentioned in the invoice/bills.	
7	Evaluation	• The Bidder shall quote charges for supply and Erection & Commissioning separately • The Evaluation of tender shall be on the basis of “ total cost to BHEL” including Supply and Erection& Commissioning. For Evaluation, Exchange rate (TT Selling rate of SBI) as on scheduled date of tender opening (Part-I in case of two part bid) shall be considered. • Evaluation shall be done based on landed cost to BHEL, CS&FP Stores, and Jagdishpur inclusive of loading, if any. • In case vendor do not accept BHEL, CS&FP, Jagdishpur payment terms/Delivery Term/ Penalty for delay Clause/Bank Guarantee clause as per enquiry then proper loading shall be done. The same shall be intimated prior to price bid (Part-II) opening.	
8	Contract Execution Bank	The Successful Vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for the 10% of the total purchase order value within 30 days from the date of purchase order. CEBG shall	

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	Guarantee (CEBG)	be from one of the consortium banks of BHEL or from a reputed bank and confirmed by any consortium bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor. CEBG shall be kept valid until 30 days after the date Erection and Commissioning (E&C) Certificate which will be issued on completion of Erection and Commissioning of the equipment which includes erection, commissioning, job proving, performance tests, training to operators etc., as prescribed in PO. If the Suppliers fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel the PO and forfeit the EMD given by the supplier. In addition in such case action will be initiated inline with extant Guideline for the suspension of Business Dealing with Suppliers/Contractors.	
9	Performance Bank Guarantee (PBG)	Successful Vendor shall have to furnish a performance Bank Guarantee (PBG) valid till 30 days beyond the warranty period from any BHEL's consortium bank for an amount of 10% of total Purchase Order value PBG shall be strictly as per BHEL's format enclosed with offer. The PBG confirmation charges shall be borne by vendor.	
10	Terms of Payment	i) 80% Payment of supply value shall be made within 45 days from the date of receipt of material at CS Store, BHEL CS&FP. ii) Balance 20% of Supply value plus 100% of E&C (Installation, commissioning & training etc.) charges will be paid against (a) Erection & Commissioning certificate issued by BHEL and (b) submission of Performance Bank Guarantee (PBG)	
11	Penalty for Delay	The Penalty for the delay in supply and Erection and Commissioning (E&C) shall be applicable to the delays attributed to vendor. Penalty will be considered separately for the supply & Erection and Commissioning (E&C). • The rate of penalty for delayed supply shall be @0.5% per week of delay of total PO value (Supply +Erection & Commissioning (E&C)) in supply subject to a maximum of 10% of total PO Value (Supply +Erection & Commissioning (E&C)). • The rate of penalty for delayed Erection & Commissioning (E&C) shall be @0.5% per week of delay of total PO value (Supply +Erection & Commissioning (E&C)) in Erection & Commissioning (E&C) subject to a maximum of 10% of total PO Value (Supply +Erection & Commissioning (E&C)). • Maximum Penalty for Delay in Supply and Erection & Commissioning (E&C) together shall be limited to 15% of	

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		total PO Value (Supply +Erection & Commissioning (E&C)).	
12	Rejections:	The supplier shall arrange replacement/repair within one month from the date of rejection intimation upon failure on supplier's part to comply. BHEL will take whatever appropriate action they may think fit in addition to repair/return of rejected material at the cost and risk of the supplier.	
13	Risk purchase:	In case of delays in supply of materials/defective materials not fulfilment of any other terms and conditions given in the purchase order, the purchase may cancel the full or part thereof, and may also make purchase of such material from elsewhere/alternate source at the risk and cost of supplier.	
14	Arbitration	Any dispute arising out of this contract shall be referred to the sole arbitration of GM- CS&FP, BHEL, Jagdishpur. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at Administrative building, BHEL, CS&FP, Jagdishpur.	
15	Jurisdiction	In case of any suit or other legal proceedings arising under or relating to the contract, the Jurisdiction of Sultanpur (UP) district court shall apply.	
16	Consignee	The Stores Officer, CS Store, BHEL–CS&FP, I.A. Jagdishpur, Distt. Amethi (UP)-227817	
17	Billing Address	The Purchase officer, CS&FP, BHEL, I.A. Jagdishpur, Distt. Amethi (UP)-227817	
18	Documentations	One set of all required documents (ink signed) must accompany the supply and one set (Ink Signed) to be sent to Purchase officer before the dispatch.	
19	Reverse Auction	BHEL reserve the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case of BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tempering of the tender process and will invite action by BHEL as per extent guidelines for suspension of business dealings with suppliers/ contractors(as available on www.bhel.com).	
20	Note	All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supply to BHEL in the Return. Also, ensure that the existing contracts which spill over to next year are modified accordingly.	

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		The vendor must ensure the GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server'. In absence the same or any loss of GST Credit due to the vendor, shall be recovered/not payable to the Vendor. GST Portion of invoice shall be released on • Vendor declaring such invoice in his GSTR-1 and • Receipt of Good and Tax Invoice as per GST and • Confirmation of Payment of GST thereon by vendor The finance dept will hold the payment of GST charged in bill and make payment of after compliance of above. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied/leviable on BHEL. For CS&FP BHEL GSTIN Reg. No:09AAACB4146P2ZC State Code: 09 (Uttar Pradesh)	
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V) Attachment to Tender Enquiry:

Sl. No.	Description	Annexure/Enclosure
1	Preferences for MSEs, if applicable	Annexure:1
2	Techno commercial compliance statement	Annexure:2
3	Open Tender Procedure	Annexure:3
4	BHEL Technical Specification & Drawing	Annexure: A & B
5	Format for Performance Bank Guarantee (PBG)	Enclosure
6	Format for Contract Execution /Performance Bank Guarantee (CEBG)	Enclosure

VI) Others:

1. All taxes/duties/levies etc. must be specified separately in amount or in percentage. Incomplete offer shall not be acceptable.
2. Duly filled & signed with company seal on all documents of tender enquiry to be uploaded as token of acceptance of tender enquiry terms & conditions. Please mention deviation (if any) in Techno-commercial compliance sheet.
3. Please submit point wise compliance to our specification, terms & conditions. Otherwise it will be presumed that you are accepting BHEL's Terms & condition.
4. Offers not meeting our requirement because any kind of deviations in technical or commercial terms are liable to be rejected by BHEL at its discretion.
5. The offers of the bidders who are on the banned list as also the offers of bidders, who engage the services of the banned firms, shall be rejected. The list of firms is available on web site www.bhel.com
6. In case vendor do not accept BHEL, CS & FP, Jagdishpur Commercial terms as per enquiry proper loading shall be done.
7. BHEL CS & FP shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
8. Quotation should be, as far as possible, free from correction / overwriting. Correction/overwriting, if any, should be signed by authorized person with the company seal.
9. The rates must be quoted indicating basic material rate, packing, forwarding, freight & insurance, discount, if any, and applicable taxes and duties, each of them shown separately.
10. If there is any difference / discrepancy in rates quoted for per unit and total and any arithmetic addition for number of items, the lower of the rates beneficial to BHEL CS & FP will be considered.

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11. Packing: Goods must be adequately packed in proper carton / wooden box / drums /suitable container to protect against loss, damage or corrosion and to withstand normal inland transportation and handling. Hazardous material should be notified as such and their packing, transportation and other protection must conform to applicable regulations.
12. In the quotation, earliest firm delivery (number of days or weeks) by which material will be despatched from the date of receipt of order must be indicated.
13. Purchase Order will be placed on the lowest quotation only among the technically & commercially accepted quotations. Lowest quotation is determined on the basis of Total Cost to BHEL CS & FP including basic value, taxes and duties, freight, insurance, loading factors for deviations to terms and conditions.
14. Corrigendum / extension / addendum, if any, pertaining to this tender will be published in the web site www.bhel.com and / www.eprocure.in .
15. The bidder may have to produce original document for verification if so decided by BHEL.
16. Offer shall be submitted directly by vendor or his authorized representative / agent only and the offer should be in line with regulatory guidelines (i.e., Agency agreement between principal vendor and agent / representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency commission etc.) OEM details shall be provided if supplier is not a manufacturer.
17. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
18. Defaulter suppliers shall be treated as per Guidelines for Suspension of the Business Dealing with suppliers/contractors.
19. Contact person details:

Ashish Kr. Singh
Sr. Engineer –MM
Phone: 05361 224161
E-mail: ashishsingh@bhel.in