



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
ELECTRICAL MACHINE REPAIR PLANT
Plot No.D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East),
MUMBAI – 400 093
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NOTICE INVITING TENDER

BHEL/EMRP/PUR/ Y / 210423632

Date: 18.04.2013
W.O.No. 2913-11

M/S.....
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Sub: NIT for Supply of material

Sealed tender are invited in three-bid system for supply of following material
(Electrical Workshop Equipments for IOCL Barauni Project).

- 1) 2 Ton Rating Split AC ,(Supply , Installation, Testing & Commissioning of Non ducted 2 ton split AC (High wall mounted)) (Qty Nos:23) (As per spec no: GT 58076 Rev 00 & Annexure-C-EMRP-01)

1) Technical Terms & conditions:

- 1.1 Supply of (Electrical Workshop Equipments for **IOCL Barauni Project**).
- 1.2 Acceptance Norms: As per Technical specification **No. GT 58076 Rev 00 & Annexure-C-EMRP-01**
- 1.3 Please quote in Indian rupee, offer received in other currency will not be accepted.

NOTE:

Commercial terms & conditions, General terms & conditions and Procedure for submission of tender is enclosed herewith. Offer should be submitted strictly in accordance with the same.

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

Tender Enquiry No: BHEL/EMRP/PUR/ Y /210423632 Dt. 18.04.2013
Tender Submission date: 27.04.2013 up to 2.00 pm.
Tender Opening date: 27.04.2013 at 2.30 pm. in conference Hall.

Anticipating your reply

Yours faithfully
For Bharat Heavy Electricals Ltd.

Sr DGM (BOP-MM) 18/4

Annexure I

Tender Enquiry No. BHEL/EMRP/PUR/ Y / 210423632 **Dt.** 18.04.2013

Bidder's Ref No: _____

NO DEVIATION CERTIFICATE

We here by accept and agree to all the Techno-Commercial & general terms & conditions given in the tender enquiry No. BHEL/EMRP/PUR/ Y /210423632 **Dt.** 18.04.2013 without any deviation.

Authorized Signatory,
With seal of the company

OR

PROFORMA FOR DEVIATION TO TENDER TERMS SOUGHT BY BIDDERS

BHEL expects the bidders to fully accept the terms and conditions of the NIT. However, deviations if any considered essential by the bidder may be communicated in the following proforma. Deviation not listed in the following deviation proforma, even if mentioned else where in the offer document shall not be considered.

Sr. No.	Clauses	Accepted	Not Accepted	Deviation
1	Technical clause 1 to 1.2			
2	<u>Commercial Clause:</u> Price clause 1.1			
	Documentation clause 1.1.1			
3	Validity clause 1.2			
4	Price variation clause 1.3			
5	Delivery required clause 1.4 & 1.4.1			
6	Delayed Delivery Penalty clause 1.5			
7	Place of dispatch 1.6			
8	Delivery place clause 1.7			
9	Transportation clause 1.8			
10	Packing & Forwarding clause 1.9			
11	Payment terms clause 1.10			
12	Taxes & duties clause 1.11			
13	Transit Insurance 1.12			
14	Octroi clause 1.12a			
15	Inspection clause 1.13			
16	Interpretation of Contract 1.14			
17	Evaluation criteria clause 1.15			
18	General terms & conditions clause 3.1 to 3.5			

We confirm acceptance of all other terms and conditions of NIT

Signature of the bidder
Seal of the company

Note: It may be noted that offers with deviation & cost implications columns not filled are liable to be rejected

Annexure II

Pre-Qualification Criteria

Tender Enquiry No. BHEL/EMRP/PUR/ Y / 210423632 Dt. 18.04.2013

Bidder's Ref No: _____

- 1. Vendor should be in the field for supply & installation for minimum three years.**
- 2. Vendor should have successfully installed split ACs in a minimum of five installation.**
- 3. Vendor should have the turnover of 30 lakhs since establishment.**
- 4. Two installation/commissioning certificate for 2T split AC to be submitted.**

Authorized Signatory, with
Seal of company

Annexure III

Tender Enquiry No. BHEL/EMRP/PUR/ Y / 210423632 Dt. 18.04.2013

Bidder's Ref No: _____

Proforma for Price Bid Part "C"

Description	Qty. In Nos.	Unit Rate per no as per total cost to BHEL as per break up below in Rs.	Total Price
1) 2 Ton Rating Split AC	23		

Break-up of above total unit rate

Sr. No.	Description	2 Ton Rating Split AC
1	Basic rate per unit.	
2	Excise duty if any(Specify rate)	
3	CST / VAT if any(Specify rate)	
4	Transportation cost	
5	Octroi	
6	Any other (Specify)	
7	Total (1+2+3+4+5+6)	

Note:

1. Vendors should clearly indicate the rates of taxes and duties applicable as per above Proforma.

Authorized Signatory, with
Seal of company

1. COMMERCIAL TERMS AND CONDITIONS

Price: Price should be quoted strictly as per proforma for price bid, FOR destination basis Inclusive of transportation, or any other transit expenditure. Vendor has to supply the item at delivery place mentioned in Cl.1.7.

- For bid evaluation, price will be calculated on the basis of landed cost to BHEL as per the price proforma.

Documents Required : Vendor has to submit the following documents in Eight Sets :

- a) Product catalogue with complete specifications, models nos. Physical Dimensions etc.
- b) Guarantee Certificate valid for 12 months from the date of Commissioning or 18 months from the date of supply of material.
- c) OEM certificate if any.
- d) Completely filled Annexure-II of NIT in Price Bid envelope.

1.2 **Validity of Offer:** - 90 days from the date of technical bid opening.

1.3 **Price variation clause:** Price offered should remain firm till the supply of material.

1.4 **Delivery Period:** Within 4 weeks commencing from the date of issue of PO/LOI. Early delivery will be preferred. (including installation & commissioning)

1.4.1 **Delivery Schedule:** 4 weeks

The Material is required to complete the project in stipulated time. Vendors are required to accept the delivery schedule stated above. In case BHEL does not get sufficient response accepting our delivery schedule, then offer with deferred scheduled will be accepted up to 6 weeks. In such case loading on their basic price will be done @0.5% per week of Basic Price to calculate the landed cost to BHEL.

1.5 **Delayed Delivery Penalty:** LD shall be 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value. In case of any change to the order value, the LD shall be 0.5% of the revised order value per week of delay or part thereof subject to a maximum of 10% of revised order value. In case of staggered delivery schedule, LD shall be 0.5 % per week of delay or part thereof subject to a maximum of 10% of the undelivered portion.

1.6 **Place of dispatch:** - The vendor has to clearly specify the place from where material will be dispatched.

1.7 **Delivery Place:** Free delivery at our site

Consignee Address
Barauni Refinery ; PO Barauni Oil Refinery Distt:Begusarai;Bihar-861114

1.8 Transportation: Shall be arranged by Vendor. Vendors offer should give Price Break-up. i.e Ex-works/Ex-Godown & Transportation. Deviation in this clause will be loaded @ 2.5% of Basic Price to calculate the landed cost to BHEL.

1.9 Packing & Forwarding: Price should be quoted inclusive of all Packing & Forwarding charges otherwise loading @ 2.5% will be done to calculate the landed cost to BHEL.

Packing boxes shall have following markings:

- a) BHEL P.O No. with date.
- b) Project name
- c) One copy of packing list of the items contained in the packing box
 - Material code no.
 - Description of item
 - BHEL P.O No/ P.O item No.
 - No. of quantity.
 - BHEL Specification No.

1.10 Payment Terms:

- Payment of 100% of Order Value will be made within 15 days of submission of bills with proof of receipt of successful installation at our site.
- Progressive payment can be made after deduction of L.D, if any as & when the items are dispatched from your works.
- Payment will be made through e-payment only. Vendor should furnish bank details if not submitted earlier.
- Any deviation in payment terms Quoted by vendors is not accepted.

1.11 Taxes & Duties: Bidders to clearly specify the taxes and duties applicable on the date of submission of offer. However, any statutory variation in the rates and taxes and duties after the date of submission shall be considered and actual rates applicable at the time of dispatch of material shall be payable at actual against documentary evidence.

1.11.1 Excise Duty: Extra as applicable.

1.11.2 Sales Tax: Extra at actual against Form 'C' shall be paid wherever applicable for outside Maharashtra suppliers. For suppliers within Maharashtra, VAT shall be paid as applicable against Tax invoice. For evaluation of bid, prevailing price / proforma rates whichever is higher will be considered.

1.12 Transit Insurance :By Vendor

1.12a Octroi charges/Entry Tax if applicable: By BHEL

1.13 Inspection: BHEL / or its customer / TPI shall inspect the material before dispatch. In the event BHEL / customer waives off inspection, certified test report and results shall be submitted for approval. Vendor has to submit QAP's along with all the relevant Test certificates / Calibration certificates & Obtain approval on test report and Material dispatch Clearance Certificate, MDCC/MICC before dispatch of material.

- 1.14 Interpretation of Contract:** In case of two or more than two interpretations or differences in any of the technical specifications or terms and conditions of the contract then the interpretation which is in favour of BHEL shall be final & binding
- 1.15 Evaluation Criteria:** Price evaluation shall be done on the basis of landed cost of each item combined with accessories to BHEL.

Enclosure for NIT (Purchase) page: 3 of 5

2 PROCEDURE FOR SUBMISSION OF TENDER

- 2.1 Bidder shall submit the offer in two bid system in two different sealed Covers.
- 2.2 Part 'A': Pre-Qualification Criteria
- 2.3 Part 'B': Techno Commercial bid
- 2.4 Part C: Price bid
- 2.5 **Tender No., date and due date of opening should be written on all the covers.**
- 2.5 These three covers shall then be placed in a large cover and sealed. The Large cover should also have Tender no., Date and Due Date. This should be dropped in the tender box placed at the entrance of our works before due date and time.
- 2.6 **Part 'A'**-Vendor to submit the following documents in a separate envelope
- a) Past experience
 - b) Copy of tax certificate
 - c) Organization structure
 - d) Technical competence
- 2.7 **Part 'B'** - Techno Commercial Bid: Techno Commercial Bid shall contain technical and commercial offer as per NIT Proforma, indicating acceptance of NIT terms, as per Annexure-I. Acceptance of all technical and commercial terms and conditions given in the format Annexure I. (No Deviation certificate and deviation Proforma), duly filled in signed as required. Blank Price Bid Proforma indicating only the rates of taxes and duties applicable, without rate / price for material, should be enclosed with the techno-commercial bid Part B.
- 2.8 Any deviation in the above mentioned terms and conditions or conditional offer may render the offer invalid and shall be liable to be rejected, and price bid of such bidders shall not be opened. Price bid of only those bidders shall be opened whose Techno-Commercial offer is found suitable and acceptable. Date of opening of price bid shall be communicated to only those bidders whose Techno-Commercial bid will be accepted.

2.9 **Part 'C'**: Price Bid Part B should contain only the price duly filled in Price Bid Performa Annexure II, **without any terms and conditions**. Any terms and conditions, if mentioned in the price bid, shall be ignored and not considered.

Enclosure for NIT (Purchase) page: 4 of 5

3 GENERAL TERMS AND CONDITIONS

- 3.1 BHEL reserves the right to reject the offer and or award the work in full or part without assigning any reason.
- 3.2 Tender should be free from over writing and erasers, additions if any must be attested.
- 3.3 Purchase Order will be subject to general conditions of purchase prevailing in Bharat Heavy Electricals Limited.
- 3.4 Any dispute arising out of this shall be referred to the sole arbitration of Unit Head, BHEL, EMRP, Mumbai OR any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Mumbai.
- 3.5 All suits in respect of this NIT shall be in the courts of Mumbai.

 18/4/13
SR DGM-(BOP-MM)