

**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**

[t2835 8707 / 2835 8711, Fax No. 022-28231161/28364587

E mail : csdeolika@bhel-emrp.com / suresh@bhel-emrp.com

**BHEL/EMRP/PUR/Y 210453544****Date: 17.06.2016****W.O.No.4901-13**

M/s .....

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**Sub: NIT for Supply of Boiler Elevator**

Sealed tender are invited in two-bid system for Supply, Erection & Commissioning of Goods cum Passenger Elevator and Supply of Mandatory Spares for the following Elevator package for 1 x 800 MW TSGENCO Kothagudem Thermal Power Project.

**(Customer Approved Make: KONE / OTIS / SCHINDLER INDIA / THYSEN KRUPP / JOHNSON & JOHNSON and MITSUBISHI)**

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- a) Passenger cum Goods Elevator with capacity of 3000 Kg (for design, manufacturing, supply, transportation, commissioning, handing over and warranty) as per technical Specification TDC: TCI: 263: RC/Rev.04 (pg.no.01 to 10) and Annexure I & II.(Qty.01 No.)
- b) Supply of Spares as per Annexure III (Qty.01 set)
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**1) Technical Terms & Conditions**

- 1.1 Supply, erection & commissioning and supply of mandatory spares & tools for Passenger Cum Goods Elevator as per specification & drawings
- 1.2 Acceptance Norms: As per specification & drawings
- 1.3 Vendor shall obtain BHEL clearance before dispatching the material to site.
- 1.4 Vendor shall read the specification **carefully** and submit the relevant Annexures duly filled, signed and stamped.
- 1.5 Offers to be quoted in INR only, offers quoted in other than INR will **NOT** be accepted.

**Important Note:**

1. The offers of the bidders who are on the banned list, as also the banned list of 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 site [www.bhel.com](http://www.bhel.com)
2. MSE suppliers can avail the indented benefits only if they submit along with their offer attested copies of either EM II certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or valid MSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure – A) applicable for the year certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status ( Micro or Small) where the deemed validity of EM II is over. Date to be reckoned for determining of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non - MSE suppliers till the supplier submits these documents
3. The bidder along with its associated / collaborators / sub- contractors / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://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.

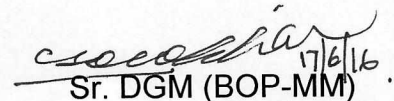
Commercial terms and conditions, General terms & conditions and Procedure for submission of tender are enclosed herewith. Offers should be submitted strictly in accordance with the same.

Tender Enquiry No.: BHEL/EMRP/PUR/Y/ 210453544 Dt.17.06.2016

Tender Submission Date: 14.07.2016 up to 2.00 PM

Tender Opening Date: 14.07.2016 at 2.30 PM in conference hall

Yours faithfully  
For Bharat Heavy Electricals Ltd

  
Sr. DGM (BOP-MM)

**List of Enclosures:**

- 1) Specification TDC:TCI:263:RC / Rev 04.(pg.no.01 to 10)
- 2) Geographical details of the project site Annexure – I (1 sheet)
- 3) Technical details of Goods cum Passenger Elevator Annexure – II (1 sheet)
- 4) Spares for Goods cum Passenger Elevator Annexure III (1 sheet)
- 5) Drawing No. 035-110-17015 Key Plan & Column Information (1 sheet)
- 6) Drawing No. 035-140-17095 Lift Column along with Grid 109.2 (LC3 & LC4) 109.6 (LC1 & LC2) (1 sheet)
- 7) Drawing No. 0-00021-76893 Floor Plan at 12000 & 14100 (MBL) (1 sheet)
- 8) Reference QAP (3 sheets)

Tender Enquiry No. BHEL/EMRP/PUR/Y 210453544 Dt 17.06.2016

Bidder's ref. no. \_\_\_\_\_

**NO DEVIATION CERTIFICATE**

We hereby accept and agree to all the Techno-Commercial and General Terms and conditions given in the tender enquiry No. BHEL/EMRP/PUR/Y 210453544 dated 17.06.2016 without any deviation.

Authorized Signatory  
(with seal of company)

**OR****PROFORMA FOR DEVIATION TOTENDER TERMS SOUGHT BY BIDDER**

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 elsewhere in the offer document shall not be considered.**

Sr.No	Clauses	Accepted	Not Accepted	Deviation
A	Technical Clause			
1	Supply Erection and Commissioning clause 1.1			
2	Acceptance clause 1.2			
3	BHEL clearance before dispatch clause 1.3			
4	Annexure submission clause 1.4			
5	Quotation in Indian Rupees clause 1.5			
B	Commercial clause:			
1	Price clause 1.1			
2	Documentation clause 1.2 (a & b)			
3	Validity clause 1.3			
4	Price Variation clause 1.4			
5	Delivery Period clause 1.5			
6	Delayed Delivery Penalty clause 1.6			
7	Installation & Commissioning site clause 1.7			
8	Delivery Place clause 1.8			
9	Transportation clause 1.9			
10	Packing & Forwarding clause 1.10			
11	Payment Terms clause 1.11			
12	Taxes & Duties clause 1.12			
13	Excise Duty clause 1.12.1			
14	MODVAT Credit clause 1.12.2			
15	Sales Tax clause 1.12.3			
16	Insurance clause 1.13			
17	Entry Tax / Octroi clause 1.14			
18	Inspection clause 1.15			
19	Interpretation of Contract clause 1.16			
20	Evaluation Criteria clause 1.17			
21	Applicable Standard clause 1.18			
22	Dispatch Documents clause 1.19			
23	Guarantee Certificate clause 1.20			
24	Warrantee Certificate clause 1.21			
25	Quality Plan Submission clause 1.22			
26	Risk Purchase clause 1.23			
27	Force Majeure clause 1.24			
28	Purchase clause 1.25			
29	Material to be supplied in container & Vendor custody clause 1.26			
30	Customer Approval clause 1.27			
31	General Terms & Conditions 3.1 TO 3.5 clause 1.28			

We confirm acceptance of all other terms and conditions of NIT

Signature of Bidder with seal of company



**TECHNICAL DEVIATION**

Tender Enquiry No. BHEL/EMRP/PUR/Y 210453544 Dt. 17.06.2016

Bidder's ref. no. \_\_\_\_\_

**PROFORMA FOR TECHNICAL DEVIATION TO TENDER TERMS SOUGHT BY BIDDER**

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.

Sr.No.	Technical Requirement	Accepted	Not Accepted	Deviation
1	Design Manufacture, Supply and shop testing of Passenger cum Goods Elevator Assembly capacity 3000 Kg as per technical specification TDC:TCI:263:RC / Rev 04.(pg.no.01 to 10)			
2	Erection commissioning and Final Testing at site for Passenger cum Goods Elevator Assembly capacity 3000 Kg as per technical specification TDC:TCI:263:RC / Rev 04.(pg.no.01 to 10)			
3	Supply of Mandatory Spares Tools & Instruments for above elevator assembly capacity 3000 kg as per technical specification TDC:TCI:263:RC / Rev 04.(pg.no.01 to 10)and Annexure III			
4	Minimum acceptable speed is 0.50 m/s			
5	Detailed list of Mandatory Spares to be submitted			
6	QAP duly filled and signed with seal of company			
7	Manufacturing Plan to be submitted			
8	List of special accessories as listed in the specification in terms & numbers indicating size / rating			
9	Inspection & Testing as per specification and standards			

We confirm acceptance of all other terms and conditions of NIT

Signature of Bidder  
with seal of company

**PRE-QUALIFICATION CRITERIA**

Tender Enquiry No. BHEL/EMRP/PUR/Y 210453544 Dt. 17.06.2016

Bidder's ref. no. \_\_\_\_\_

1. Vendor should meet technical PQR as mentioned in Technical Specification TDC: TCI: 263: RC / Rev 04. (Pg.no.01 to 10 clause no. 3.0 (page no.02 of 10).
2. Vendor should submit copies of at least two (2) purchase Orders for Supply Erection & Commissioning of Boiler Elevators in last five years.
3. Vendor should have the turnover of two (2) Crores in last three years. Latest ITCC annual report (Balance Sheet and Profit & Loss account sheet for last three years i.e. 2012-13, 2013-14 & 2014-15 certified by CA with his seal & signature to be submitted
4. BHEL registered vendor should submit their vendor code document, Name of BHEL unit where vendor is registered for this item.
5. Offers without supporting documents as per PQR may not be considered for price bid opening

NOTE: Necessary supporting documents should be submitted in technical bid

Signature of Bidder  
with seal of company

Tender Enquiry No. BHEL/EMRP/PUR/Y 210453544 Dt. 17.06.2016

Bidder's ref. no. \_\_\_\_\_

**Proforma for Price bid Part 'B'**

Sr. No	Description	Qty in No. /set	Unit Rate per No. / Set as per total cost to BHEL as per break up below in Rs.	Total Price
1	Design Manufacturing, supply and shop test for Passenger cum Goods Elevator capacity 3000 Kg as per Specn.	01 No.		
2	Erection, Commissioning and Final testing at site Passenger cum Goods Elevator capacity 3000 Kg as per Specn	01 No.		
3	Supply of Mandatory Spares, tools Instruments & Accessories for Passenger cum Goods Elevator capacity 3000 Kg as per Specn and Annexure III	01 Set.		

**Break up for the above Total Unit Rate**

Sr. No	Description	Design Manufacturing, supply and shop test for Passenger cum Goods Elevator capacity 3000 Kg as per Specn.	Erection, Commissioning and Final testing at site Passenger cum Goods Elevator capacity 3000 Kg as per Specn	Supply of Mandatory Spares, tools Instruments & Accessories for Passenger cum Goods Elevator capacity 3000 Kg as per Specn and Annexure III
1	Basic rate for each unit / set			
2	Excise Duty(if any) specify			
3	Packing & Forwarding			
4	CST / VAT (if any) Specify			
5	Transportation			
6	Service Tax on Transportation			
7	Insurance			
8	Any other (Specify)			
9	<b>Total (1+2+3+4+5+6+7+8)</b>			

**NOTE:**

1. Vendor should clearly indicate the rates of taxes and duties applicable as per above performa.
2. Final evaluation shall be carried out after considering CENVAT /VAT credit available to BHEL.
3. Vendor to confirm relevant documents will be provided to BHEL for availing CENVAT / VAT credit.

Authorized Signatory  
With seal of the company



**1. COMMERCIAL TERMS AND CONDITIONS:**

- 1.1 Price:** Price should be quoted strictly as per performa for price bid. FOR destination basis inclusive of transportation, or any other transport expenditure. Vendor has to supply the item / Equipment at the delivery place as mentioned in clause 1.8
- 1.2 Documents Required:** Vendor has to submit the following documents:  
a) QAP Copy duly stamped and signed  
b) Acceptance of technical terms & Annexure I,II,III & (IV Price bid in separate sealed envelope)
- 1.3 Validity of Offer:** Six months from the date of technical bid opening / extended date.
- 1.4 Price variation:** Price offered should remain firm till the completion and handing over of elevators.
- 1.5 Delivery Period:** Within five (5) months from the date of issue manufacturing clearance / drawing, QAP, datasheet approval whichever is later, early delivery will be preferred. (Drawing / QAP to be submitted within 4 weeks, approval time 4 weeks and 3 months for manufacturing after drawing / QAP approval against each elevator.
- 1.6 Delayed Delivery Penalty:** LD shall be 0.5% per week of the unfurnished portion of the order value or part thereof subject to a maximum of 10% of the full order value (supply portion). In case of any change to the order value the LD of 0.5% of the revised unfurnished portion of the order value per of delay or part thereof subject to a maximum of 10% of the revised value. In case of the staggered delivery schedule, LD shall be 0.5% per week of delay part thereof subject to a maximum of 10% of the undelivered portion.
- 1.7 Installation & Commissioning:** Installation of Elevator at site shall be on completion of shaft as per G A drawing, load hook in the machine room, 3 phase power supply, drg and clean shaft.
- 1.8 Delivery Place**

<p style="text-align: center;"><b>Consignee Address</b>  <b>(1 x 800 MW TSGENCO Kothagudem TPS</b>  <b>Village Kothagudem Pin 507101</b>  <b>State Telangana</b>  <b>Nearest Rail Head: Bhadrachalam Road (Known as Kothagudem 12 km)</b>  <b>Nearest Town: Bhadrachalam (30 km)</b></p>
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- 1.9 Transportation:** To be arranged by vendor. Transportation charges may be quoted separately in price bid as per clause 1.8.
- 1.10 Packing & Forwarding:** Price should be quoted inclusive of all packing & forwarding charges  
a) Vendor to submit the detailed packing list (of each and every item required for elevator).  
b) Packing boxes shall be water resistant and should have the relevant markings as follows:  
i. Consignee Address:  
ii. BHEL PO No. with date  
iii. Full Project Name:  
iv. Material Code No.  
v. Description of item  
vi. BHEL PO No. /PO Item No.  
vii. Quantity (No. / set)  
viii. BHEL specification no.  
ix. One copy of packing list of the items to be kept in the packing box.

**1.11 Payment Terms:**

- Payment of 80 % basic cost towards design, material supply + mandatory spares , tools & instruments + 100% taxes, duties, transportation will be made within 90 days on submission of bills along with proof of receipt and acceptance of material at site ( 45 days for MSE vendors – MSE vendor may kindly furnish Annexure – A enclosed duly signed stamped and certified by their CA)
- Payment of 10% of the basic order value will be made within 90 days against erection, commissioning and handing over the elevator.
- Balance 10% of the basic value will be made within 90 days against submission of PBG (Performance Bank Guarantee) valid for 24 months from the date of handing over the elevator.
- In case of any deviation to the payment terms mentioned above, loading shall be done on basic price with the PLR (Prime Lending Rate) of SBI + 6 % for the period of relaxation sought by the bidder (PLR shall be considered from the date of technical bid opening)
- Payment will be made through e-payment only. Vendors should furnish full bank details.
- NO ADVANCE PAYMENT WILL BE MADE.

**1.12 Taxes & Duties:** Bidder to clearly specify the taxes and duties applicable on the date of submission of the offer. However, any statutory variation in the rate of 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.

**1.12.1 Excise Duty:** Extra as applicable.

**1.12.2 MODVAT Credit:** If any Excise duty is payable, the chapter head / sub-head reference and the rate of duty should be quoted. If the bidder is not availing MODVAT credit for these input material, the effect of proforma should be passed to the purchaser.

**1.12.3 Sales Tax:** Extra at actual against Form 'C' shall be paid wherever applicable. This being a 6(2) sale, vendor will have to submit E1/E form.

**1.13 Insurance:** By vendor till erection, commissioning and handing over the elevator to the customer.

**1.14 Octroi / Entry Charges (if applicable):** Toll Tax, entry tax, octroi etc., (if applicable) shall be in vendor scope, Road permit (if applicable / required).

**1.15 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 along with all relevant test certificates / calibration certificates and obtain approval on the test reports and material dispatch clearance certificate MDCC before dispatch of material.

**1.16 Interpretation of contract:** In case of two or more than two interpretations or differences in any of the technical specification or terms and conditions of the contract then the interpretation which is in favour of BHEL shall be final and binding.

**1.17 Evaluation Criteria:** Price evaluation shall be done on the basis of total landed cost of the elevator with erection, commissioning and inclusive of all spares cost to BHEL.



- 1.18 Applicable Standard:** Items quoted shall be of reputed make meeting EC or equivalent international standards.
- 1.19 Dispatch Documents:** dispatch documents shall normally consist of copy of LR, invoice cum excise duty gate pass, delivery challan, test certificates / reports, packing list and guarantee / warrantee certificates.
- 1.20 Guarantee Certificate:** Vendor to furnish guarantee certificate for a period of 24 months as per specification each complete with all auxiliaries, spares parts warranting a trouble free operation.
- 1.21 Warrantee Certificate:** Vendor to furnish warrantee certificate for a period of 24 months from the date of delivery or 18 months from the date of commissioning whichever is later.
- 1.22 Submission of QAP:** vendor to submit QA plan as per schedule of the material for further dispatch. Copy of QAP is enclosed.
- 1.23 Risk Purchase:** in case successful tenderer fails to adhere to the agreed schedule for supply or fails to comply with the terms and conditions of the purchase order. BHEL reserves the right to source such material /component/ equipment/system from any other agency at the risk and cost of the successful tenderer. The cost of such purchase along with 25% over head charges shall be recovered from the bills pending from any other unit of BHEL. In event of no amount being out standing from BHEL, successful tenderer shall be liable to pay to BHEL the above amount immediately on demand. The decision regarding applying risk and purchase clause from BHEL shall be final and binding.
- 1.24 Force Majeure:** The supplier shall not be considered in default, if delay occurs due to causes beyond their control such as act of God, natural calamities, frost, fire, flood, civil war, civil commotion, riots, and government restrictions. Only those clause that have duration of more than seven days shall be considered cause of force majeure. Notification to this affect duly certifies by local chamber of commerce / statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter / courier services without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of force majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability what so ever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and release facilities, if any provided by BHEL.
- 1.25 Purchase:** Preference will be given to CPSU as per government guidelines.
- 1.26 Container:** Material to be supplied in container & will be in the custody of the vendor till erection, commissioning and handing over of the elevator. (Free container charges for six months)
- 1.27 Customer Approval:** (For Vendor / Make other than customer approved as mentioned in NIT.) Such vendors meeting our commercial & PQC will be considered only after obtaining customer approval for their make.
- 1.28 General Terms & Conditions (3.1 to 3.5):** Vendor to accept all general terms & conditions

## **2. PROCEDURE FOR SUBMISSION OF TENDER**

- 2.1 Bidder shall submit the offer in two bids system in two different sealed envelope covers.
- 2.2 **Part – 'A' – Techno-Commercial-Bid**
- 2.3 **Part – 'B' – Price-Bid**
- 2.4 Tender no. date and due date of opening should be written on both the covers. These two 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 the due date and time.
- 2.5 **Part – 'A': Techno-Commercial Bid:** Techno-commercial bid shall contain technical and commercial offer as per the NIT proforma, indicating acceptance of NIT terms as per Annexure – I Acceptance of all technical and commercial terms and conditions given in 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 the material should be enclosed with the techno – commercial bid Part - 'A'
- 2.6 Any deviation in the above mentioned terms & conditions or conditional offer may render the offer invalid and shall be liable to be rejected, and price bids of such bidders shall not be opened. Price bids of only these 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.
- 2.7 **Part – 'B':** Price bid Part – 'B' should contain only the price duly filled in the price bid proforma Annexure – II **without any terms & conditions**. Any terms and conditions, if mentioned in the price bids shall be ignored and not considered.

## **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, addition if any must be attested.
- 3.3 Purchase order will be subject to general conditions of the purchase prevailing in Bharat Heavy Electricals Ltd.
- 3.4 Any dispute arising out of this shall be referred to the sole arbitration of the 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 arbitration in all cases shall be Mumbai.
- 3.5 All suits in respect of this unit shall be in the courts of Mumbai.

  
Sr. DGM (BOP-MM) 17/6/16

**ANNEXURE – A**

**Certificate of Chartered Accountant on Letter Head**

This is to certify that M/s \_\_\_\_\_  
(herein after referred to as company) having its registered office at \_\_\_\_\_  
\_\_\_\_\_ is registered under MSMED Act 2006  
(Entrepreneur Memorandum No. \_\_\_\_\_ (Part-II)  
\_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ category \_\_\_\_\_ (Micro / Small) (Copy enclosed)

Further verified from Books of Accounts that the investment of the company as on date \_\_\_\_\_  
\_\_\_\_\_ as per MSMED Act 2006 is as follows:

**1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e., original cost excluding land and building and the items specified by the ministry of small scales Industries vide its notification No. S.O.1722 (E) dated October 5 – 2006.

Rupees: \_\_\_\_\_ Lacs.

**2. For Service Enterprise:** Investment in plant and machinery (i.e., Original cost excluding land and building and furniture fittings and other items not directly related to the services rendered or as may be notified under the MSMED Act 2006.

Rupees: \_\_\_\_\_ Lacs.

The above investment of Rs. \_\_\_\_\_ Lacs is within the permissible limit of Rs. \_\_\_\_\_ Lacs for \_\_\_\_\_ Micro / Small (Strike off whichever is not applicable) category under MSMED Act 2006.

Date:

(Signature)

Name:-

Member Ship Number

Seal of the Chartered Accountant