

BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (UA)
Fax: 01334-223948/226462, Phone: 285291
E-mail: amit@bhelhwr.co.in

Ref. No. 808B/C/6200/7/0420B

Date: 9th July'07

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly superscribed on the cover are invited from the manufacturers for the supply of the following items:-
2. Last date for taking tender documents and opening of tenders is indicated against tender. Tender will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. Intending vendors must remit the tender fee of **Rs. 2,000.00** for indigenous supplier (equivalent foreign currency **\$ 50.00 / €40.00**) from foreign vendors against tender.
4. BHEL will not be responsible for any type of postal delay/incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.

Sl. No.	Tender No.	Description of Equipment	Qty. (MR)	Last date to get from BHEL	Opening date
1.	808B/C/6200/7/0420B	Crane Rail		16.08.07	17.08.07
		(i) 101 KG / M	160		
		(as per table no. 5, Appendix: A) (Clauses 0.3 & 8.3) of IS: 3443-1980			
		(ii) 45 KG / M	320		
		(as per table no. 5, Appendix: A) (Clauses 0.3 & 8.3) Figure no. 3 of IS: 3443-1980			

(Amit Shrivastav)
Sr. Manager (Central Purchase)



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 285291

Enq. No.: 808B/C/6200/7/0420B

Date of issue: 9th July'07
Due Date: 17th Aug.'07

M/S.....

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Sub: Tender Enquiry No. 808B/C/6200/7/0420B

Dear Sir,

We are pleased to invite your offer in TWO PARTS.

Strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned Item.

S.N.	Description	Qty. MR.	Delivery Required	EMD (Earnest Money Deposit)
1.	Crane Rail			
	(i) 101 KG / M	160	30.09.2007	Rs. 20,000.00 (Only twenty thousand rupees only)
	(as per table no. 5, Appendix: A) (Clauses 0.3 & 8.3) of IS: 3443-1980			
	(ii) 45 KG / M	320	30.09.2007	
	(as per table no. 5, Appendix: A) (Clauses 0.3 & 8.3) Figure no. 3 of IS: 3443-1980			

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions.
Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendor should submit their best price at this stage it self and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored & the bid is likely to be rejected.

Part-1 bids shall be opened of those vendors **ONLY AFTER ENSURING PROOF OF EMD & TENDER FEE (PLEASE SUBMIT SEPARATE DRAFTS FOR EMD & TENDER FEE {drawn in favour of BHEL HEEP Hardwar} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD & TENDER FEE")** at 2 PM on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals (if any) for attending the bid opening.

KINDLY READ "INSTRUCTIONS TO BIDDERS", QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Thanking You,
Yours Faithfully,
For & ON BEHALF OF BHEL, HARDWAR

(Amit Shrivastav)
Sr. Manager (PPX-C)

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

Only those bids will be opened which has been submitted with requisite EMD & Tender Fee.

- 1.0 The tenders shall be submitted in two parts (part I Techno-Commercial Bid & part II price Bid) as described below on or before the due date.
 - Any corrections / amendments shall be properly & fully authenticated with signature.
- 1.1 PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:
 - a) Complete Technical offer in original.
 - b) Acceptance of commercial terms by vendor as per **Annexure A**.
 - c) Deviation with reference to specification to be laid down on separate sheet, if any.
 - d) Copy of Price Bid (without prices).
 - e) Validity of offer should be at least 90 days from tender opening.
 - f) Acceptance to submit Security Deposit in the form of Cash / Demand Draft / Pay order {drawn in favour of BHEL HEEP Hardwar}. In case the same is to be submitted in Bank Guarantee, the Bank Guarantee Performa is only to be used as per enclosed format **Annexure-C**.
 - g) Consortium Bank List at **Annexure-B**
 - h) Details Description of Material at **Annexure-D**.
- 1.2 PART-II (PRICE BID)

The price Bid (with price) which has been submitted with part I, for the complete scope as specified in the price Format attached as **Annexure-A**.
- 1.2.1 Applicable sales Tax / VAT, Excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation, else it will be concluded that the offer is inclusive of all taxes and duties.
- 2.2 PART-I containing techno-commercial part will be opened on the date and time specified in the covering letter, in the presence of those tenderers who wish to attend.
- 2.3 BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
- 2.3.1 The part-II price Bid along with supplementary priced bid if necessary will be opened at a later date of only those bidders whose techno-commercial bid and financial health has been found acceptable.
- 3.0 MARKING OF ENVELOPE:
 - 3.1 The part-I & part-II and the envelope containing drafts for EMD and tender fee shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as "TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----CONTAINING PART-I & PART-II OF THIS OFFER.
 - 3.2 The following shall be subscribed on the envelopes:

1. EMD AND TENDER FEE. : Details of Drafts attached (No, Bank, Branch, Issue date)
2. PART-I
 1. TENDER NO. AND ITEMS DESCRIPTION.
 2. DUE DATE FOR OPENING.
 3. "TECHNO-COMMERCIAL BID PART-I"
3. PART-II
 1. TENDER NO. AND ITEMS DESCRIPTION.
 2. DUE DATE FOR OPENING OF PART-I.
 - 3."PRICE BID PART-II".

3.3 Envelopes not marked as above are liable to be ignored and will not be opened.

4.1 Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.

IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET IF YOU HAVE COLLECTED THE TENDER DOCUMENTS FROM BHEL.

Thanking You,

Yours faithfully,
For & on behalf of BHEL, Hardwar.

(Amit Shrivastav)
Sr. Manager (Purchase Central)

Acceptance of commercial terms by vendor

ANNEXURE-A

To Tender No. 808B/C/6200/7/0420B

PRICE SCHEDULE

SL. No.	DESCRIPTION	PRICE IN (RS. / CURRENCY)
1.	BASIC PRICE.	-----
1.1	PACKING AND FORWARDING CHARGES (if any)	-----
1.2	Excise duty & Sales Tax / VAT: To be stated wherever applicable for indigenous vendors. (In percentage)	-----
1.3	FREIGHT up to Mumbai if shipment done on C&F basis for foreign vendor.	-----
GRAND TOTAL (F.O.R. BHEL stores)		-----

- 2.0 Total weight -- /Gross / Net in Kg. Also package size essentially should be indicated if not exact then approximate.

TENDER NO.	VENDOR'S
SL. NO.	CONFIRMATION
1) Payment terms: 100% after receipt and acceptance of material in BHEL's Stores.	
1.2 CURRENCY OF PAYMENT: (Euro / Dollar / CHF etc.) for Foreign Vendors only	
1.3 For indigenous supply the currency shall be Indian Rupees.	
2) Submission of Bank Guarantee : All bank guarantee for security deposit should be from one of the BHEL consortium banks and bank guarantee should be in the Performa as prescribed by BHEL. The Performa bank guarantee as well as the list of consortium banks is displayed at BHEL web-site www.bhelhwr.co.in however, in case the bank guarantee is not from BHEL consortium banks, then the vendor has to confirm bank guarantee on consortium bank and the bank charges are to be borne by the bidder.	
3) Security Deposit: The successful vendor will have to furnish a security deposit in the form of Cash / Demand Draft / Pay order {drawn in favour of BHEL HEEP Hardwar}. In case the same is to be submitted in Bank Guarantee, the Bank Guarantee Performa is only to be used	

as per enclosed format Annexure-C for an amount of 10% of the total value of the order within 15 days of receipt of order for the satisfactory execution of the same in accordance with the terms and conditions and delivery specified in the order.	
4. Liquidated damages: BHEL will levy a penalty for delayed delivery @ 0.5% per week and part thereof subject to a maximum of 10% of the value of unexecuted portion of the order. BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by the vendor are not suiting, BHEL may also ignore the offer of the vendor. Acceptance of this must be specifically mentioned in the quotation.	
5) Delivery : <ul style="list-style-type: none"> Firm delivery period in number of weeks for the material to be stated w.e.f. date of LOI / Order. 	
6) Settlement of Disputes: <ul style="list-style-type: none"> Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and Arbitration of the ICC, Paris. The venue of arbitration shall be Delhi. The courts of Delhi shall have exclusive jurisdiction. For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction. 	
7) Validity: Validity of the offer should be 90 days from tender opening.	
Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written else where in the tender enquiry.	

NOTE:

- BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
- It is clarified that no correspondence – technical or commercial – other than the above bids is permissible. In case any uncalled for correspondence – technical or**

commercial – is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

1. BHEL reserves rights to place order for tender quantity on more than one vendor.
2. The vendor shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement.

Date

Signature

Name

Designation

Department

M/S

LIST OF CONSORTIUM BANK

- | | |
|---|--|
| <p>1. State Bank of India
CAG Branch,
10-th Floor, Vijaya Building,
Barakhamba Road,
New-Delhi-110001</p> | <p>10. HDFC Bank Ltd
5th Floor, HT House,
K G Marg,
New-Delhi-110001</p> |
| <p>2. Canara Bank
74, Janpath,
New-Delhi-110001</p> | <p>11. CITI Bank N A
Jeevan Vihar Building,
Sansad Marg,
New-Delhi-110001</p> |
| <p>3. Punjab National Bank
74, Janpath,
New-delhi-110001</p> | <p>12. Standard Chartered Bank
H2 Block, Connaught place,
New-Delhi-110001</p> |
| <p>4. Bank of Baroda
Corporate Banking Branch,
11th Floor, BOB Building,
Sansad Marg,
New-Delhi-110001</p> | <p>13. ICIC Bank Ltd.
ICIC Tower,
Bisham Pitamah Marg,
Pragati Vihar,
New Delhi 110003</p> |
| <p>5. Deutsche Bank
Tolstoy Marg,
New-Delhi-110001</p> | <p>14. IDBI Bank Ltd.
19, K G Marg,
Surya Kiran Building,
New-Delhi-110001</p> |
| <p>6. State Bank of Hyderabad
Surya Kiran Building,
K. G. Marg,
New-Delhi-110001</p> | <p>15. HSBC Ltd.
ECE House,
28 KG Marg,
New-Delhi-110001</p> |
| <p>7. State Bank of Mysore
Antriksh Bhawan,
K. G. Marg,
New-Delhi-110001</p> | |
| <p>8. State Bank of Mysore
Industrial Finance Branch,
Ramanashree Arcade,
MG Road,
Bangalore-560001</p> | |
| <p>9. State Bank of Travancore
Travancore House,
IF Branch, K G Marg,
New-Delhi-110001</p> | |



ANNEXURE-C

WAM-28

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt ----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ----- Made between ----- and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees-----only).

1. We, ----- (Indicate the name of the Bank) (hereinafter referred to as 'the Bank') at the request of----- (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, ----- do hereby undertake to pay the amounts due and (indicate the name of the Bank) payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- .
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, ----- further agree that the Guarantee herein contained (indicate the name of the Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----- we shall be discharged from all the liability under this guarantee thereafter.
5. We, -----, further agree with the Company that the (indicate the name of the Bank) Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We,----- lastly undertake not to revoke this guarantee during its (indicate the name of Bank) currency except with the previous consent of the Company in writing.

Date the -----day of -----
For -----
(Indicate the name of the Bank)

GENERAL TERMS & CONDITION

1. Crane Rail should be of standard commercial length approx 12 meter.
2. Crane Rail should be supplied from same batch of manufacture.
3. Crane Rail should not be deformed.
4. Crane Rail shape should be as per IS:3443-1980.
6. Quality tolerance $\pm 5\%$.
7. Guarantee certificate is required.
8. Test Certificate is required.