



ISG, Bangalore

TENDER Ref: 77/09/6097/AKS

Date: 17-06-2009

**Notice inviting Tender for supply of Storage and Retrieval Machine for Crane for storage & handling of actuator for BHEL/Trichy**

|     |   |   |
|-----|---|---|
| 1   | Tender inviting Officer :   | A.K.Sharma,DGM/MM (BG 1B),<br>Bharat Heavy Electricals Ltd.<br>Industrial Systems Group<br>P.B. No. 1249, IISc Post<br>Malleswaram<br>BANGALORE 560 012   |
| 2   | Scope of work   | Supply and Services of Storage and Retrieval Machine for BHEL/Trichy  |
| 3   | Tender document available place :   | BHEL web site <a href="http://www.bhel.com">www.bhel.com</a> , <a href="http://www.bhelisg.com">www.bhelisg.com</a> and Government web site <a href="http://tenders.gov.in">http://tenders.gov.in</a>           |
| 4   | Due date and time for submission of tender  | 08-07-2009 by 11.00 AM  |
| 5   | Place of submission of tender   | ISG Tender box placed at the Reception of ISG & EPD at the following address:<br>Bharat Heavy Electricals Limited<br>Industrial Systems Group<br>Opp. to Prof. CNR Rao Circle, Malleswaram<br>BANGALORE 560 012 |
| 6   | Place of tender opening   | Technical bid will be opened at 3.00 PM at BHEL/ISG   |
| 7   | Registration of the Bidder: The bidders , who are not already registered with BHEL/ISG, shall include the following information and documents with their bids and they should get registered as the Vendor . Vendor registration forms can be downloaded from BHEL/ISG web site, namely, <a href="http://www.bhelisg.com">www.bhelisg.com</a> . Copies of original documents defining the constituent local status, place of registration, and principal place of business.Total monetary value of turnover of a firm, each of the last ten years.Major Project executed in the last Three years. Reports of the financial standing such as profit and loss account, balance sheet, information regarding any reputation in which the bidder is involved. |   |
| 8   | Amendment of the bidding documents: Before the dead-line of submission of bids, the Employer may modify the bidding documents by issuing addendum.Any addendum such issued carry part of the bidding documents and this will be available at the web site from where the original documents have been received /Downloaded by the bidder.   |   |
| 9   | Filled in Commercial Terms & Conditions Format( 6 sheets) and Deviation Format (1 Sheet) to be sent along with offer by responding to all our clauses duly signed with seal.  |   |
| 10. | Sealing & marking of bids: Tender No. : 77/09/6097/AKS Dt.11-06- 2009 Due date & Time: 08-07-2009 by 11.00AM The tender shall be submitted in two parts, Part-I , Part-II. Each shall be placed in an independent sealed envelope,  |   |

Enquiry No : 77/09/6097/AKS

Date : 11-06-2009

Equipment : STORAGE AND RETRIEVAL MACHINE  
Project Name : CRANE FOR STORAGE & HANDLING OF ACTUATOR

### Commercial terms and Conditions

| Sl.No | Clause            | BHEL'S Requirement   | Acceptance/Remarks |
|-------|-------------------|--|--------------------|
| 1     | PRICE             | FIRM, FOR SITE inclusive of all applicable Taxes, Duties, Levies, Packing & Forwarding and Freight.  |                    |
| 2     | SALES TAX         | SALES TAX AND OTHER TAXES :<br>To be included in the price. However, rate considered along with amount included in the price to be indicated separately headwise in price bid. Sales tax shall be paid at actuals. `C` form shall be issued as applicable. E1 form to be given by vendor.<br>PLEASE INDICATE THE PRESENT RATE OF CST FOR ALL COMPONENTS. |                    |
| 3     | EXCISE DUTY       | To be included in the price. However rate considered along with amount included in the price to be indicated separately headwise in the price bid. Excise duty shall be paid at actuals on production of documentary evidence.<br>PLEASE INDICATE THE PRESENT RATE OF EXCISE DUTY FOR ALL COMPONENTS.  |                    |
| 4     | FREIGHT           | Freight charges to be included in the price. However, Lumpsum amount included in the offer to be indicated separately in the Price format.   |                    |
| 5     | TRANSIT INSURANCE | Transit Insurance will be arranged by BHEL. However, vendors are requested to inform the details of despatch to BHEL for arranging insurance.  |                    |
| 6     | TERMS OF PAYMENT  | FOR SUPPLY PORTION:<br>a) 90% basic + 100% taxes and duties within 60 days from the date of receipt of complete set of original despatch documents and submission of Invoice (Original + 4 copies)<br>b) Balance 10% within 30 days of receipt   |                    |

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| ISSUED BY : | REV NO. OO | DATE : 11-06-2009 | PAGE NO : 1 OF 6 |
|-------------|------------|-------------------|------------------|

11-06-2009

Equipment : STORAGE AND RETRIEVAL MACHINE  
 Project Name : CRANE FOR STORAGE & HANDLING OF ACTUATOR

### Commercial terms and Conditions

| Sl.No | Clause             | BHEL'S Requirement   | Acceptance/Remarks |
|-------|--------------------|--|--------------------|
|       |                    | of materials at site against Received LR or Received Delivery Challan as documentary proof along with supplementary invoice in Triplicate for claiming this payment.<br><b>FOR ERECTION &amp; COMMISSIONING</b><br>a) 90% against pro-rata completion of Erection.<br>b) Balance 10% on completion of Commissioning and Handing over.  |                    |
| 7     | DELIVERY           | Supply Completion: 30-11-2009 and Completion of E&C & Handing over: 05-12-2009   |                    |
| 8     | GUARANTEE PERIOD   | 12 months from the date of commissioning or 24 months from the date of despatch whichever is earlier   |                    |
| 9     | LIQUIDATED DAMAGES | 0.5% order value per full week of delay and pro-rated for a part of week subject to a maximum 5% of the total order value  |                    |
| 10    | PBG                | PBG for 10% of total order value is to be submitted by the successful vendor and kept valid up to the guarantee period with a claim period of 3 months more than the guarantee period. This PBG is to be submitted alongwith first invoice or earlier by the successful vendor from the list of BHEL Consortium Banks only as enclosed PBG Format and guidelines for submitting PBG are enclsod in "Annexure PBG". |                    |
| 11    | INSPECTION         | Inspection prior to despatch by BHEL/Consultant. Minimum 15 days advance intimation required for carrying out inspection..   |                    |
| 12    | ARBITRATION        | Subject to Bangalore Jurisdiction only based on Indian arbitration Act 1996 and amendments if any..  |                    |

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|-------------|------------|-------------------|------------------|
| ISSUED BY : | REV NO. 00 | DATE : 11-06-2009 | PAGE NO : 2 OF 6 |
|-------------|------------|-------------------|------------------|

11-06-2009

**Equipment** STORAGE AND RETRIEVAL MACHINE  
**Project Name :** CRANE FOR STORAGE & HANDLING OF ACTUATOR

### Commercial terms and Conditions

| Sl.No | Clause               | BHEL'S Requirement   | Acceptance/Remarks |
|-------|----------------------|--|--------------------|
| 13    | RISK PURCHASE        | In case of default/ late delivery, purchaser reserves his right to make alternate arrangement / procurement at supplier's risk and cost.   |                    |
| 14    | DRAWING SUBMISSION   | Layout & GA drawings submission by supplier shall be within 2 weeks from the date of LOI/PO..  |                    |
| 15    | VALIDITY OF OFFER    | 90 days from the date of price bid opening (Physical bid or Electronic bid as the case may be).  |                    |
| 16    | QUANTITY VARIATION   | Prices shall be valid for ordering additional quantities upto 25% within delivery period of PO.  |                    |
| 17    | CONSIGNEE ADDRESS    | Valves Actuator Stores, Bharat Heavy Electrical Limited,<br>Tiruchirapalli - 620 014 (Tamil Nadu)  |                    |
| 18    | CONTRACT NO OF BHEL/ | IS-1-08-2012   |                    |
| 19    | OTHER TERMS          | a) Please take Xerox of the enclosed specification and indicate your confirmation for each point otherwise your offer may be rejected. b) The price bids shall be evaluated based on the landed cost to BHEL based on FOR SITE basis. c) Price bids in a sealed envelope to be submitted strictly as per price format and summary of prices as per summary sheet. d) Bidder to submit their quotations as per our enquiry confirming all points in this commercial terms and conditions (CTC) otherwise your offer may be rejected. In case any deviations are inevitable from BHEL requirement the same has to be clearly stated in the CTC Format and deviation format enclosed. e) Bidders to confirm |                    |

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|-------------|------------|-------------------|------------------|
| ISSUED BY : | REV NO. 00 | DATE : 11-06-2009 | PAGE NO : 3 OF 6 |
|-------------|------------|-------------------|------------------|

11-06-2009

Equipment : STORAGE AND RETRIEVAL MACHINE  
 Project Name : CRANE FOR STORAGE & HANDLING OF ACTUATOR

### Commercial terms and Conditions

| Sl.No | Clause             | BHEL'S Requirement  | Acceptance/Remarks |
|-------|--------------------|---|--------------------|
|       |                    | that they will comply with all statutory requirements and no liability will be passed on to BHEL on any account. f) Please send the filled in commercial terms and conditions format & Deviation Format along with your offer accepting by responding to all the clauses duly signed with seal. Acceptance of CTC in any other form( separately) is not possible and such offer is liable for rejection.                    |                    |
| 20    | MODE OF TRANSPORT  | BY ROAD ON DOOR DELIVERY BASIS  |                    |
| 21    | REVERSE AUCTION    | "BHEL reserves the right to go for a Revers Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation". In case the Reverse Auction fails or due to any other reason, BHEL reserves the right to open the sealed price bids in public and finalise the placement of order accordingly. Non Acceptance of this caluse by the vendor will be deemed to be for rejection of offer. |                    |
| 22    | REJECTION OF OFFER | BHEL reserves the right to reject the offer, in case the bidders past performance in any of the BHEL's previous contract' is not found satisfactory.  |                    |
| 23    | LOADING FACTOR     | Any Deviation to BHEL Requirements mentioned under Commercial Terms & Conditions enclosed to the Enquiry shall be loaded while evaluating , comparision of prices and L1 will be derived . Basis for Loading will be as per the guide lines prescribed in the Loading Factor Sheet Enclosed to the Enquiry. Acceptance of the vendor is must for this Clause, if not the same will be rejected.                             |                    |

ISSUED BY :

REV NO. 00

DATE : 11-06-2009

PAGE NO : 4 OF 6

11-06-2009

**Equipment** STORAGE AND RETRIEVAL MACHINE  
**Project Name** : CRANE FOR STORAGE & HANDLING OF ACTUATOR

### Commercial terms and Conditions

| Sl.No | Clause           | BHEL'S Requirement   | Acceptance/Remarks |
|-------|------------------|--|--------------------|
| 24    | CD CONCESSION    | Concession on Customs Duty: The supplier to indicate CIF content if any to be imported by them for the item under this enquiry. Corresponding customs duty rate and amount considered to be indicated in the Price Bid.  |                    |
| 25    | ECS PAYMENT      | Payment will be made by e-payment only and for which the vendors are to provide the following information along with their offers in their letter head duly signed.<br>Information to be provided: BANK NAME, BANK ADDRESS, BANK PHONE, IFSC CODE ( NEFT ), BANK ACCOUNT NO., PAN NO., SERVICE TAX NO., TIN NO., E-MAIL ID.  |                    |
| 26    | BILLS SUBMISSION | 1) All your invoices against our order are required to be sent in a sealed envelope addressed to: BHEL - ISG VENDOR BILLS BOX , BHEL - Industrial Systems Group , Opp.IISc, PROF. C N R RAO CIRCLE , MALLESWARAM , BANGALORE - 560 012<br>The envelope shall be super-scribed with Project Name / P.O No. / W.O No., and the Bill / Invoice numbers & Contact person.<br>2) Bills / invoices which are brought personally by vendors to ISG are to be dropped in the "BHEL-ISG vendor bills Box" kept near Tender Box at the Reception Office. |                    |
|       |                  |  |                    |

ISSUED BY :

REV NO. 00

DATE : 11-06-2009

PAGE NO : 5 OF 6

11-06-2009

|                                 |
|---------------------------------|
| <b>IMPORTANT POINTS TO NOTE</b> |
|---------------------------------|

- 1 Date of inspection call with internal TC will be taken as delivery date for LD purposes, provided the material is found ready during inspection.
- 2 No material will be dispatched without written dispatch clearance from BHEL-ISG (MM Department)
- 3 All above columns are to be filled up, otherwise the offer is subject to rejection.
- 4 No prices to be filled up in this format. All prices are to be filled up only in price bid including unit price if asked and upper limit of freight charges.
- 5 Deviations with respect to technical specification and commercial terms and conditions, if any, must be clearly mentioned in the "**DEVIATION FORMAT**" enclosed herewith. If required, please use additional sheet. If there is no Deviation, please write same in the "**DEVIATION FORMAT**"
- 6 The Commercial terms and conditions shall be given with Technical Bid. Non-acceptance of our Commercial Terms may lead to rejection of your offer.
- 7 During technical scrutiny, our Project Engineering Department may ask further clarification. The technical reply may be sent to the concerned person but additional price bid, if any, due to technical changes must be sent in a separate sealed cover to Material Management Department only.

|                                       |   |  |
|---------------------------------------|---|--|
| <b>Supplier's Signature with Date</b> |   |  |
| <b>Name</b>                           | : |  |
| <b>Company Seal / Name</b>            | : |  |

**DEVIATION FORMAT**

## 1.1 TECHNICAL DEVIATIONS

Following are the DEVIATIONS from Enquiry Specifications :

| TECHNICAL SPECIFICATIONS |          |            |        |           |
|--------------------------|----------|------------|--------|-----------|
| Sl. No.                  | Page No. | Clause No. | Clause | Deviation |
|                          |          |            |        |           |

We confirm that all other clauses of Technical Specifications are fully acceptable.

SIGNATURE OF TENDERER

## 1.2 COMMERCIAL TERMS &amp; CONDITIONS

Following are the DEVIATIONS from enquiry Terms & Conditions

| COMMERCIAL TERMS & CONDITIONS |          |            |        |           |
|-------------------------------|----------|------------|--------|-----------|
| Sl. No.                       | Page No. | Clause No. | Clause | Deviation |
|                               |          |            |        |           |

We confirm that all other clauses of Commercial terms & conditions are fully acceptable.

SIGNATURE OF TENDERER

**(To be stamped in accordance with Stamp Act)**

**PERFORMANCE BANK GUARANTEE**

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ between \_\_\_\_\_ (Bank Name & Address) (hereinafter called "THE GUARANTOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART and Bharat Heavy Electricals Limited (a Government of India Undertaking), a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, New Delhi 110 049, through its Unit / Division at ISG, Bangalore (hereinafter called "THE COMPANY") (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

WHEREAS M/s \_\_\_\_\_ (Vendor Company name) (hereinafter referred to as the "SUPPLIER / CONTRACTOR") have entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the "CONTRACT" for supply / construction of \_\_\_\_\_ with the COMPANY.

AND WHEREAS the CONTRACT inter-alia provides that the CONTRACTOR / SUPPLIER shall furnish to the COMPANY a sum of Rs, \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards security deposit for due and faithful performance of the CONTRACT in the form and manner specified therein.

AND WHEREAS the CONTRACTOR / SUPPLIER has approached the GUARANTOR and in consideration of the arrangement arrived at between the CONTRACTOR / SUPPLIER and the GUARANTOR, the GUARANTOR has agreed to give the Guarantee as hereinafter mentioned in favour of the COMPANY.

NOW THIS DEED WITNESSESS AS FOLLOWS –

1. The Guarantee do hereby guarantee to the COMPANY the due and faithful performance, observance or discharge of the CONTRACT by the CONTRACTOR / SUPPLIER and further unconditionally and irrevocably undertake to pay to the COMPANY without demur and merely on a demand, to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and claim In made by the COMPANY on them for any loss, damage, costs, charges and expenses caused to or suffered by the COMPANY by reason of the CONTRACTOR / SUPPLIER making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any one of them as contained in the CONTRACT.

2. The decision of the COMPANY whether any default has occurred or has been committed by the the CONTRACTOR / SUPPLIER in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the CONTRACT and / or as to the extent of loss or damage costs. Charges and expenses caused to or suffered by the COMPANY by reason of the CONTRACTOR / SUPPLIER making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the GUARANTOR, irrespective of the fact whether the CONTRACTOR / SUPPLIER admits or denies the default or questions the correctness of any demand made by the COMPANY in any Court, Tribunal or Arbitration Proceedings or before any other Authority
  
3. The COMPANY shall have the fullest liberty without affecting in any way the liability of the GUARNATOR under this Guarantee from time to time to vary any of the terms and conditions of the CONTRACT or extend time of performance by the CONTRACTOR / SUPPLIER or to postpone for any time and from time to time any of the powers exercisable by it against the said CONTRACTOR / SUPPLIER and either to enforce or forbear from enforcing any of the said terms and conditions governing the said CONTRACT or the advance or securities available to the COMPANY and the GUARANTOR shall not be released from its liability under these presents by any exercise by the COMPANY of the liberty with reference to the matters aforesaid or by reason of time being given to the CONTRACTOR / SUPPLIER or any other forbearance, act or omission on the part of the COMPANY or any indulgence by the COMPANY to the said CONTRACTOR / SUPPLIER or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the GUARANTOR from its liability under this GUARANTEE.
  
4. The GUARANTOR further agree that the GUARANTEE herein contained shall remain in full force and effect during the period that would be taken for the performance of the CONTRACT and its claims satisfied of discharged and till \_\_\_\_\_ certifies that the terms and conditions of the CONTRACT have been fully and properly carried out by the CONTRACTOR / SUPPLIER and accordingly discharges this GUARANTEE subject, however, that the COMPANY shall have no claim under this GUARANTEE after \_\_\_\_ years from the date of completion of the CONTRACT, as the case may be, unless a notice of the claim under this GUARANTEE has been served on the GUARANTOR before the expiry of the said period in which case the same shall be enforceable against the GUARANTOR notwithstanding the fact that the same is enforced after the expiry of the said period.

5. The GUARANTOR undertake not to revoke this GUARANTEE during this period it is in force except with the previous consent of the COMPANY in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the CONTRACTOR / SUPPLIER or the GUARANTOR shall not discharge the GUARANTOR's liability hereunder.
6. It shall not be necessary for the COMPANY to proceed against the CONTRACTOR before proceeding against the GUARANTOR and the GUARANTEE herein contained shall be enforceable against them notwithstanding any security, which the COMPANY may have obtained or obtain from the CONTRACTOR / SUPPLIER shall, at the time when proceedings are taken against the GUARANTOR hereunder be outstanding or unrealized.
7. The GUARANTOR hereby declares that it has power to execute this GUARANTEE under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the Power of Attorney dated \_\_\_\_\_ granted to him by the proper authorities of the GUARANTOR.

IN WITNESS whereof \_\_\_\_\_ (Bank Name & Address) and Bharat Heavy Electricals Limited, have hereunto set and subscribed their respective hands the day, month and year first above written.

WITNESS :

1

2

Signed for and on behalf of the BANK

**"ANNEXURE-PBG"**

**ENQUIRY NO. \_\_\_\_\_ DATED \_\_\_\_\_.**

**PERFORMANCE BANK GUARANTEE SUBMISSION – GUIDELINES**

Performance Bank Guarantee is to be submitted as per following guidelines :

|    |   |
|----|---|
| 01 | Bank guarantees of PSU banks in addition to BHEL consortium banks are only acceptable. List of BHEL Consecutives Bank Names are enclosed.   |
| 02 | In case of Bank Guarantees issued by non-consortium PSU banks the same are to be enforceable in Bangalore.  |
| 03 | In case BGs issued by Foreign Banks the same may be confirmed by our consortium bank in India.  |
| 04 | BGs to be submitted should be sent to BHEL-ISG Attn: DGM/MM/BG-IB directly by the issuing bank under Registered Post (A.D). On receipt of the PBG the same will be preliminarily checked by the receiving officer and in case of any corrections PBG will be returned to the issuing Bank for necessary action. |
| 05 | Bank Guarantee to be submitted in the prescribed format enclosed and shall be same verbatim as per the format. Bank Guarantee shall be submitted on right value of stamp paper and for correct value of contract.   |
| 06 | Performance Bank Guarantee shall be extended within the expiry dates wherever activities as per contract are not completed in all respects.   |
| 07 | In case of any contract amendment during execution of the contract enhancing value of the contract the PBG value shall be enhanced accordingly. Validity of PBG shall be as per commercial terms and conditions of the tender.  |

|                      |                |              |
|----------------------|----------------|--------------|
| Issued by : MM Dept. | Date of Issue: | Sheet 1 of 2 |
|----------------------|----------------|--------------|

## LIST OF CONSORTIUM BANKS

State Bank of India

ABN Amro Bank N.V

Bank of Baroda

Canara Bank

Citi Bank N.A

Corporation Bank

Deutsche Bank

HDFC Bank Ltd.

The Hongkong and Shanghai Banking Corporation Ltd.

ICICI Bank Ltd.

IDBI Ltd

Punjab National Bank

Standard Chartered Bank

State Bank of Travancore

State Bank of Hyderabad

Syndicate Bank