



ISG, Bangalore

TENDER Ref: 77/09/6223/BDS

Date: 09/11/2009

**Notice Inviting Tender for Design, Procurement, Erection, Testing and Commissioning of Ventilation System for LD Converter Job of Vizag Steel Plant, AP**

1	Tender inviting Officer :	S. Mani/Sr DGM (BG-II, II & IV) Bharat Heavy Electricals Ltd. Industrial Systems Group P.B. No. 1249, IISc Post Malleswaram BANGALORE 560 012
2	Scope of work :	As per the Technical Specification
3	Tender document available place :	BHEL web site - <a href="http://www.bhelisg.com">http://www.bhelisg.com</a> ; <a href="http://www.bhel.com">http://www.bhel.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	27.11.2009 before 15.00 Hrs.
5	Place of submission of tender :	ISG Tender box placed at the Reception of ISG & EPD at the following address: Bharat Heavy Electricals Limited Industrial Systems Group Opp. to Prof. CNR Rao Circle Malleswaram BANGALORE 560 012
6	Place of tender opening	Technical bid will be opened on 28-11--2009 at 11.00 Hrs at BHEL/ISG
7	Qualification criteria	As given in Technical specification IS.1.07.2001/096. Section -1 Clause 1.8.5. Additionally, end user M/s RINL's , approval as a vendor is essential for execution of the order.
8	Commercial Terms & Conditions	As attached below.

**9 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 down loaded form BHEL/ISG web site, namely, .



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- I. Copies of original documents defining the constituent local status, place of registration, and principal place of business.
  - II. Total monetary value of turnover of a firm, each of the last ten years.
  - III. Major Project executed in the last Three years.
  - IV. Qualification & Experience in case of Indian Agency:

Reports of the financial standing such as profit and loss account, balance sheet, information regarding any reputation in which the bidder is involved.

10 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.

11 Language of the tender Submission of bids : Only in English

12 Sealing & marking of bids:

The tender shall be submitted for each items in Two parts, Part-I , & Part- III Each shall be placed in an independent sealed envelope, each part shall be labelled as follows:

Part-I:

Qualifying Requirement , Techno-Commercial Tender Envelope

Enquiry No. : 77/09/6223 /BDS

Specification No.: IS.1.07.2001/096

Due date & time: 27-11-2009 by 15.00 Hrs.

This envelope shall consist of the following:

- 1) Covering Letter
- 2) Qualification documents mentioned in this NIT/ addendum.
- 3) Documentary evidence of fulfilment of eligibility criteria.
- 4) Latest income tax clearance certificate and sales tax clearance certificate.
- 5) Duly filled in forms with supporting Documents for Vendor Registration with BHEL/ISG, for the bidders , who are not already registered with BHEL/ISG,.



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- 6) Techno – commercial & Price bids of vendors qualifying with above criteria only, will be considered for further processing.
- 7) Declaration of the Tenderer that this tender is without any technical and commercial deviations and if the deviations are there, they are as mentioned in the deviation format as per Specification.
- 8) The complete tender document available on the web site shall be signed by the authorised signatory and should be enclosed in this cover.
- 9) Full technical description of the items and services proposed by the Tenderer.
- 10) Necessary catalogues, technical brochures and list of items which shall be part of the scope of this tie up.
- 11) Details of manpower and Organization who execute this tie- up.
- 12) Work methodology and plan.
- 13) Confirmation of performance guarantee and liability period as mentioned in the tender.
- 14) Confirmation of techno-commercial terms and conditions.
- 15) Any other technical details.
- 16) The technical tender envelope shall not contain schedule of price or any other price information. Any indication either direct or indirect shall cause outright disqualification of the tender document.
- 17) The un-priced bid confirming quoting as per BOM,

Part-II

Price envelope

Enquiry No. : 77/09/6223/BDS  
Specification No.: IS.1.07.2001/096  
Due date & time: 27-11-2009 by 15.00 Hrs.

Price format as enclosed along with commercial terms & conditions in the tender which are duly filled in and signed.

Part-I & Part – II shall be submitted together on the prescribed date mentioned in the web site.

## COMMERCIAL TERMS AND CONDITIONS - For Supply Only

Sl.No.	Clause	BHEL'S REQUIREMENT	Remarks
1.0	PRICE	FOR EX-WORKS INCLUDING PACKING & FORWARDING CHARGES.	
2.0	SALES TAX	CST is Payable extra against issue of "C"Form by BHEL in exchange of "E1" form from vendor.	
3.0	EXCISE DUTY/CUSTOM DUTY	ED is Payable Extra as per rates applicable at the time of despatch (within PO Delivery period) against Original buyers copy EDGP/Invoice Cum EDGP. Transporters copy of EDGP/EDGP cum Invoice must be sent alongwith the consignment.	
4.0	FREIGHT	Equipment to be despatched by road on freight prepaid and on door delivery basis. Consignee copy of LR to be sent with truck. Freight charges to be indicated separately in price bid only. This will be reimbursed at actuals against documentary proof(Original of stamped receipt from transporter) limited to the amount indicated.	
5.0	TRANSIT INSURANCE	Will be arranged by BHEL/Customer( Advance intimation to be given by Supplier)	
6.0	TERMS OF PAYMENT FOR SUPPLY ONLY	A) 80% Payment Basic + 100% taxes and duties within 30 Days from the date of receipt of complete set of Original despatch documents as per PO.	
		B) Balance 10% within 30 Days of receipt of materials at site (dully endorsed by BHEL Engineer at site for receipt of the material).	
		C) Balance 10% Payment within 30 Days of against successful commissioning and handing over of system to the end user.	
		<b>Note: Payment through LC or Bank is not acceptable. All Payment through ECS from Bangalore office only.</b>	
7.0	DELIVERY	3 Months from the date of drawing approval. Drawing submission within 2 weeks from date of LOI	
8.0	GUARANTEE PERIOD	24 Months from the date of last delivered consignment at site.	
9.0	LIQUIDATED DAMAGES	Any delay in PO Delivery will attract LD at 0.5% value per week of undelivered portion of the equipment subject to a maximum 5% of the total order value.	

## COMMERCIAL TERMS AND CONDITIONS - For Supply Only

Sl.No.	Clause	BHEL'S REQUIREMENT	Remarks
10.0	PBG	PBG for 10% of order value is to be submitted against receipt of Purchase Order. This BG is to be kept valid for a period of 3 Months more than the Guarantee Period ( 24 + 3 Months). In case of delay in despatch vendor to extend the validity.	
11.0	INSPECTION	Inspection call with internal TC's along with approved data sheet and drawings shall be given 10 Days in advance. Inspection by Customer/Consultant/BHEL wherever required.	
12.0	SPLIT ORDER	Confirm acceptance of order for part quantities.	
13.0	NO.OF CONSIGNMENTS	Limited to minimum 3.	
14.0	ARBITRATION	Subject to Bangalore Jurisdiction only based on Indian Arbitration Act 1940.	
15.0	RISK PURCHASE	In case of default/late delivery, purchaser reserves his right to make alternate arrangement/procurement at supplier's risk and cost.	
16.0	DRAWING SUBMISSION	All drawings/data sheet/documents shall be submitted within 2 weeks from the date of LOI. In case drawing of drawings not submitted within the period indicated shall be liable for LD @ 0.5% per week subject to max of 2% of the order value.	
17.0	VALIDITY OF OFFER	90 Days from the date of Reverse Auction.	
18.0	QUANTITY VARIATION	Since Enquiry is called for concept to commissioning and handing over of the system, any quantity variation shall be to your account without any additional cost to BHEL.	
19.0	LENGTH TOLERANCE	Since Enquiry is called for concept to commissioning and handing over of the system, any quantity variation shall be to your account without any additional cost to BHEL.	
20.0	SSI UNIT	Indicate whether SSI Unit or Not.	
21.0	REG NO & VALIDITY	Attach the copy of the same.	
22.0	CONSIGNEE ADDRESS	Will be intimated at the time of despatch clearance.	
23.0	LOCATION OF SITE	VIZAG STEEL PLANT, VIZAG, ANDHRA PRADESH	

## COMMERCIAL TERMS AND CONDITIONS - For Supply Only

Sl.No.	Clause	BHEL'S REQUIREMENT	Remarks
24.0	OTHER TERMS	<p>Please submit your quotation as per our enquiry confirming all points in the item description otherwise your offer may be</p> <p>In case any deviation from BHEL requirement the same has to be clearly stated.</p> <p>In case the terms and conditions are accepted your offer is likely to be rejected or price will be loaded. Confirm terms and conditions as per our requirement.</p> <p>Please take Xerox of the enclosed specification and indicate your confirmation for each point otherwise your offer may be rejected or price will be loaded.</p>	
25.0	REVERSE AUCTION	BHEL reserves the right to go for a reverse 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 clause by the vendor will be deemed to rejection of offer.	
26.0	LOADING FACTOR	Any Deviation of BHEL requirements mentioned under commercial terms and conditions enclosed to the enquiry shall be loaded while evaluating, comparison 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 offer will be rejected.	
27.0	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 dully signed. Sample format will be attached.	
28.0	BILLS SUBMISSION	<p>1) All Your Invoices against our order are required to be sent in a sealed envelope addressed to : <b>BHEL-ISG VENDOR BILL BOX, BHEL INDUSTRIAL SYSTEMS GROUP, Opp TO IISc, PROF.C.N.R.RAO CIRCLE, MALLESWARAM, BANGALORE - 560 012.</b> The envelope shall be super-scribed with Project Name/PO NO and the bill/Invoice No &amp; contact Person.</p> <p>2) Bills/Invoices which are brought personally by vendors to ISG are to be dropped in the "BHEL-ISG VENDOR BILL BOX"KEPT NEAR TENDER BOX AT THE RECEPTION.</p>	

## COMMERCIAL TERMS AND CONDITIONS FOR ERECTION AND COMMISSIONING WORKS

Sl.No.	Clause	BHEL'S REQUIREMENT	REMARKS
1.0	PRICE	Quoted Price shall be inclusive of all consumable	
2.0	SERVICE TAX	Service Tax Payable Extra and Service Tax Registration No to be mentioned.	
4.0	LABOUR LICENCE	By the contractor. Contractor should have valid licence to work in the state of Andhra Pradesh. If not the same shall be obtained by the successful bidder. Copy of the same shall be given to us before starting of the work.	
5.0	INSURANCE	By the contractor. Insurance shall be obtained for his workers, tools & tackles i.e., workman compensation insurance. Contractor shall also take third party insurance for the value of Rs.10.00 Lakhs subject to Rs.1.00 Lakh for each injuries and Rs.5.00 Lakh for Death.	
6.0	LABOUR LAW	Contractor Should follow the labour laws as applicable in Andhra Pradesh including payment of minimum wages fixed by the local state/central Govt.	
7.0	VALIDITY OF OFFER	90 Days from Reverse Auction Date.	
8.0	WORK SCHEDULE - Erection, Testing , Commissioning, PAT & FAT, Handing over of the system	8 Weeks from the date of site readiness progressively	
9.0	Terms of Payment For Erection and Commissioning Activity Only.	80% on prorata progress of erection works. Breakup will be finalised with successful contractor	
		10% on completion of Commissioning	
		10% on completion of PAT, FAT & Handing over of the system in full working condition.	
10.0	GUARANTEE PERIOD	24 Months from the date of handing over of the system.	
11.0	LIQUIDATED DAMAGES	Any delay in completion of work schedule will attract LD 5% of the total order value.	
12.0	PBG	PBG for 10% of order value is to be submitted against receipt of work Order. This BG is to be kept valid for a period of 3 Months more than the Guarantee Period ( 24 + 3 Months). In case of delay attributable to vendor BG validity shall be extended accordingly.	
13.0	INSPECTION	Site Inspection call shall be given 5 Days in advance.	
14.0	SPLIT ORDER	Confirm acceptance of order for part quantities.	

## COMMERCIAL TERMS AND CONDITIONS FOR ERECTION AND COMMISSIONING WORKS

Sl.No.	Clause	BHEL'S REQUIREMENT	REMARKS
15.0	ARBITRATION	Subject to Bangalore Jurisdiction only based on Indian Arbitration Act 1940.	
16.0	RISK PURCHASE	In case of default/completion of schedules, purchaser reserves his right to make alternate arrangement/procurement at supplier's / contractor's risk and cost.	
17.0	DEPARTMENTAL CHARGE	As per the risk & cost policy, if contractor fails to render the services,tools and tackles or failed to carryout the job in time specified under their scope, BHEL will get the job done at the risk and cost of the contractor. The actual cost incurred for such jobs along with the departmental charges @15% will be recovered from the contractor bills.	
18.0	QUANTITY VARIATION	Since Enquiry is called for concept to commissioning and handing over of the system, any quantity variation shall be to your account without any additional cost to BHEL.	
19.0	LENGTH TOLERANCE	Since Enquiry is called for concept to commissioning and handing over of the system, any quantity variation shall be to your account without any additional cost to BHEL.	
20.0	STATUTORY APPROVALS	Obtaining of statutory approvals for the system supplied, erected and commissioned is in the scope of contractor. Expenditure incurred towards the same is included in the price quoted.	
21.0	CONSTRUCTION POWER & WATER	On chargeable basis and shall be given at one point. Further distribution is in the scope of contractor.	
22.0	ACCOMMODATION,TRANSPORT & COMMUNICATION	Contractor shall make his own arrangement for accomodation, transportation and communication.	
23.0	SITE OFFICE	Contractor shall construct his own site office at the location identified by BHEL/Customer.	
24.0	SECURITY	It is responsibility of the contractor to provide security for his tools & tackles, materials issued and erected.	
25.0	INCOME TAX	IT shall be recovered as per the prevailing IT ACT and subject to revision.	



# DEVIATION FORMAT

## 1.1. Technical Deviations :

FOLLOWING ARE THE DEVIATIONS FROM ENQUIRY SPECIFICATIONS :

SL. NO.	TECHNICAL SPECIFICATIONS			Deviation
	Page No.	Clause No.	Clause	

We confirm that all other clauses of Technical specifications are fully acceptable,

SIGNATURE OF TENDERER

## 1.2. Commercial Terms & Conditions :

FOLLOWING ARE THE DEVIATIONS FROM ENQUIRY TERMS AND CONDITIONS :

SL. NO.	COMMERCIAL TERMS & CONDITIONS			Deviation
	Page No.	Clause No.	Clause	

We confirm that all other clauses of commercial terms and conditions are fully acceptable.

SIGNATURE OF TENDERER

**BHEL – ISG- Bangalore****LOADING FACTORS SHEET FOR VENTILLATION SYSTEM BOTH SUPPLY & ETC**

Sl. No.	Commercial Terms	BHEL ISG Standard Terms	Deviation	Loading factor for Non-compliance of BHEL ISG standard term
1	Terms of Payment for packages which includes design, engineering, manufacture, supply, erection, commissioning and handing over.	<p><b>For Supply</b> 80% basic + 100% taxes and duties within 30 days from the date of receipt of complete set of original dispatch documents including test reports and Performance Bank Guarantees (if applicable) to BHEL Balance 10% within 30 days of receipt of materials at site and supply of relevant documents as per the P.O terms. Balance 10% within 30 days of satisfactory completion of erection &amp; commissioning</p> <p><b>For erection &amp; Commissioning</b> 80% on prorata progress of erection works. Breakup will be finalised with successful contractor</p> <p>10% on completion of Commissioning</p> <p>10% on completion of PAT, FAT &amp; Handing over of the system in full working condition.</p>	<p>1.Immediate on dispatch</p> <p>2. Through bank</p> <p>NO DEVIATION ALLOWED</p>	<p>2% of the basic material value</p> <p>2.5% on the 90% of the basic material value</p> <p>--</p>
5.	Price basis	FIRM price basis to be adopted.	NO DEVIATION ALLOWED	--
6.	Performance Bank Guarantee	PBG Terms as per Commercial Terms and Conditions for supply & ETC attached to the enquiry no.77/09/6223/BDS.	If not agreed	5% of the basic material value. For part BG part loading will be done.
7.	LD/Penalty (common for indigenous/imp orted/HSS)	LD as per Commercial Terms and Conditions for supply & ETC attached to the enquiry no.77/09/6223/BDS.	If not agreed	5% of the basic material value
8.	Guarantee	Payment Terms as per Commercial Terms and Conditions for supply & ETC attached to the enquiry no.77/09/6223/BDS	If not agreed for the stipulated guarantee period in the enquiry	0.5% of the basic material value per month for the difference in period
9.	Risk Purchase	For delay / failure in completing the contract.	No deviation permitted.	10 % of contract value.
10.	Delivery	To comply BHEL requirement.	No deviation permitted	Loading will not serve the project requirement.