

OPEN TENDER
FOR PROCUREMENT OF
STEEL OPTIMIZER



TENDER NO. E-588-11-0019-69-1 DUE ON 28-12-2011

PURCHASE DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
HERP, TARNA, SHIVPUR, VARANASI – 221003 (U.P.)
Phone: 0542-6545322, 6536334 Fax: 0542-2282239 / 41





BHARAT HEAVY ELECTRICALS LIMITED
HERP, TARNA, SHIVPUR, VARANASI -221003
FAX NO: 0091 542 2282239/2282241
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Enq. No.: E-588-11-0019-69-1

Date of issue: 05th Nov.'11
 Due Date: 28th Dec.'11

M/S.....

Sub: Tender Enquiry No. E-588-11-0019-69-1.

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 equipment/systems.

S.N.	Description	Qty. (nos.)	Delivery Required	EMD (Earnest Money Deposit)
1.	Supply, erection & commissioning of Steel Optimizer Unit. Approximate size 8231 mm(L) X 3600 mm(W) X 2362 mm(H) 6 tier as per detailed Tech. Specn. at Annexure-I, II, III(A), III(B) & Sketch HERP/Optimizer attached.	04	15.03.2012	Rs.50,000.00/- (Fifty Thousand or equivalent Foreign currency)

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 14:00 hrs.

NOTE: The vendor should submit their best price at this stage itself as they will not be allowed to revise the price. Any revision / discount given by vendor subsequently (unless it is asked by BHEL) 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 AND TENDER FEE (PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE {drawn in favour of BHEL Varanasi} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD & TENDER FEE") at 14:00 hrs 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. All Govt. of India / PSU / State Govt. entities are exempted from submission of EMD. Purchase preference will be given to CPSE s as per GOI notification no. DPE/13(12) 2003-Fin. Dated 26th Oct'04.

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, VARANASI

(Abhay Kumar)
DGM (Purchase)

Name & Signature of Bidder



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 three parts (part I Techno -Commercial Bid & part II Price Bid & part III Vendor Registration & Evaluation Form) as described below on or before the due date.

- **The Quotation should be from the Principal/ Original Equipment Manufacturer, failing which the quotation is likely to be ignored.**
- 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 TWO sets (one original + one copy).
- b) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- c) Acceptance of commercial terms by vendor as per **Annexure V**.
- d) Deviation with reference to specification to be laid down on separate sheet.
- e) Copy of Un-priced Bid (without prices).
- f) Validity of offer should be at least 180 days from the date of tender opening.
- g) Quality plan to be submitted on the prescribed format as per BHEL Quality requirements for approval, Quality plan should enclose vendor's own standard, test procedures, list of sub vendors for Bought out items cross-referred, if any.
- h) Acceptance to submit Security Deposit and Performance Bank Guarantee as per enclosed format **Annexure-VIII**.
- i) Guarantee/Warranty of 12 months from the date of commissioning of the equipment unless otherwise specified in the technical specifications.
- j) Any additional documents (please specify).
- k) Consortium Bank List at **Annexure-VII**.

1.2 **PART-II (PRICE BID)**

The price Bid (with price), which has been submitted with part I as **Un-priced Bid**, for the complete scope as specified in the price Format attached as **Annexure-VI**.

- 1.2.1 a) Foreign Supplies: Dispatching port & Country to be mentioned. The vendor has to therefore **essentially quote sea freight up to Mumbai port** / (Air freight up to Delhi Air Port). The foreign bids will be compared on C&F Mumbai port basis. For this purpose, the freight rates as per BHEL's rate contract shall be taken into account if the vendor has not quoted the freight rate up to Mumbai Port.
- b) Indigenous Supplies: - F.O.R. Destination means F.O.R. – BHEL, Stores (Packing & Forwarding, Freight & insurance are in supplier scope i.e., included in the quoted price).
- c) Applicable sales Tax, 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. The

comparison between foreign and indigenous bids shall be done based on the Landed price basis (F.O.R. DESTINATION).

Part-III (Vendor Registration/ evaluation form)

The VREF (to be downloaded from www.bhel.com or www.bhelherp.com) duly filled up will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness.

2.2 PART-I containing techno-commercial part and part-III containing vendor Registration/ evaluation form will be opened on the date and time specified in the covering letter, in the presence of those tenders 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 & part-III 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 & PART-III OF THIS OFFER.

3.2 The following shall be subscribed on the envelopes:

1. EMD AND TENDER FEE. : Tender No. & Details of Drafts attached (No, Bank, Branch, Issue date)

2. PART-I 1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE FOR OPENING.
3. "TECHNO-COMMERCIAL BID PART-I"

3. PART-II 1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE FOR OPENING OF PART-I.
3."PRICE BID PART-II".

4. PART-III 1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE FOR OPENING.
3. Vendor evaluation / registration form. Can be downloaded from www.bhel.com or www.bhelherp.com

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.

4.2 All test certificates / Guarantee certificates to be submitted prior to dispatch of materials for review and acceptance by BHEL.

- 4.3 THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AS ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE www.bhel.com.
- 4.4 FOR EVALUATION, EXCHANGE RATE (TT SELLING RATE OF SBI) AS ON SCHEDULED DATE OF TENDER OPENING (PART-I BID IN CASE OF TWO PART BID) SHALL BE CONSIDERED.

IMPORTANT FOR FOREIGN VENDORS:

- a) BHEL shall deal directly with foreign vendors, wherever required, for procurement of equipment/machine/goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines – which require mandatory submission of an Agency Agreement.
- b) It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- c) The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier / Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- d) Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- e) Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- f) In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall directly with the foreign principal only for all correspondence and business purposes.
- g) The “Guidelines for Indian Agents of Foreign Suppliers” enclosed at Annexure – “A” shall apply in all such cases.
- h) The supply and execution of the Purchase Order (including indigenous supplies/service) shall be in the scope of the OEM/foreign principal. The OEM/foreign principal should submit their offer inclusive of all indigenous supplies/services and evaluation will be based on ‘total cost to BHEL’. In case OEM/foreign principal recommends placement of order(s) towards indigenous portion of supplies/services on Indian supplier(s)/agent on their behalf, the credentials/capacity/capability of the Indian supplier(s)/agent to make the supplies/services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure – “B” (enclosed). It will be the responsibility of the OEM/foreign principal to get acquainted with the evaluation requirements of Indian supplier/agent as per SERAP available on www.bhel.com.
- i) The responsibility for successful execution of the contract (including indigenous supplies/services) lies with the OEM/foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/foreign principal.

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, Varanasi.

(Abhay Kumar)
DGM (Purchase)

ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

TENDER NO. E-588-11-0019-69-1 SL. NO. DESCRIPTION	VENDOR'S CONFIRMATION
1) Payment terms: 80% of equipment cost plus 100% taxes & duties will be paid directly through EFT (Electronic Fund Transfer) within 90 days of receipt of equipment at BHEL, Stores. Balance 20% of material cost and E&C charges, if applicable will be paid after successful Erection & Commissioning. In case of foreign bidders, payment through L/C against shipping documents in the proportion (80% & 20%) as above is acceptable. No overdue interest is payable by BHEL in any of the cases.	
NOTE: a) As per payment terms, minimum 20% will be released by BHEL after successful erection, commissioning. Further this 20% will be released against submission of performance bank guarantee valid for entire Guarantee/Warranty period from the date of commissioning. b) The security deposit is to be submitted as per the tender condition. c) Dispatch of Goods on door delivery basis only. Goods dispatched with documents presented through Bank will not be accepted. d) In no case BHEL shall accept to pay advance / liability towards interest. (Request for Advance payment may be liable for rejection) e) Offer with deviations to BHEL payment terms will be loaded accordingly.	
In case any bidder does not accept any of the condition at (a) to (e) above then their offer is likely to be rejected by BHEL and technical bid will not be processed, and no correspondence in this regards will be entertained.	
1.2 P.B.G. TERMS: Performance Bank Guarantee to be submitted on the prescribed format equal to the value of 10% of the total order value valid for WARRANTY / GUARANTEE agreed period. This bank guarantee in the format to be prescribed by BHEL with the order shall have to be submitted before release of last balance payment. The Bank Guarantee is to be furnished only through one of the consortium banks listed in Annexure-III. The bank guarantee of foreign bidders should be from any overseas branch of the consortium banks.	
1.3 CURRENCY OF PAYMENT: (Euro / US Dollar / CHF etc.)	
1.4 For indigenous supply the currency shall be Indian Rupees.	
1.5 SUPERVISION CHARGES (IF ANY): For Indian Suppliers: It should be quoted in Rupees. For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees.	



1.6 TAXES All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.	
2. Security Deposit: Vendor has to submit security equal to the amount of 5% of the total order value in the currency of order within one month of receipt of order in the form of Bank Guarantee in BHEL format as per attached Annexure-IV valid for two months beyond shipment.	
2.1 F.O.R. CONDITION: The prices should be quoted on F.O.R., Destination (BHEL, Stores) [i.e., inclusive of P&F, freight & insurance] basis indicating the freight element separately mentioning the weight & size of the consignment.	
2.2 Submission of Performance Bank Guarantee : PBG to be submitted for 10% of order value valid for Guarantee/Warranty period. Offers with the condition of non-acceptance of PBG are liable to be rejected.	
3. Liquidated damages: L.D. shall be applicable for delayed delivery @ 0.5% per week and part thereof subject to a maximum of 10% for total P.O. value. Loading Factor for non-acceptance of Penalty Clause: Will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Example: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.	
4. Installation & Commissioning of the Steel Optimizer shall be done by the party at HERP, Varanasi.	
5. The supplier has to ensure that the Steel Optimizer to be supplied by them should run smoothly without any problem.	

<p>6) <u>Delivery of the equipment:</u></p> <ul style="list-style-type: none"> • Categorically indicate time period required for delivery of the equipment. • Firm delivery period for the equipment to be stated w.e.f. date of LOI / Order. • Commissioning & Handing over of complete system (Steel Optimizer) in weeks. 	
<p>7) <u>Settlement of Disputes:</u></p> <ul style="list-style-type: none"> • Settlement of disputes through arbitration for foreign suppliers 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 Varanasi Courts, which will have exclusive jurisdiction. 	
<p>8) <u>Authorization for pre-inspection:</u></p> <p>BHEL is authorized to pre inspect the material at supplier's works. The Steel Optimizer will be dispatched only after getting clearance from BHEL. Party should inform to BHEL, minimum two weeks in advance (for Vendors in India) and minimum 45 days in advance (for foreign Vendors) to plan the visit for inspection at party's works.</p>	
<p>9) <u>Drawing / data approval:</u> Any drawing / data approval required from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.</p>	
<p>10) <u>Drawing / design / information use:</u></p> <p>The vendor will have to give an undertaking that the drawing / design/ Information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.</p>	
<p>11) <u>Time period for Foundation / Erection & Commissioning:</u></p> <p>Vendor will have to ensure deputation of their people for Erection & Commissioning or for attending to any complaint during Guarantee/ Warrantee period within 7 days of intimation. In case of delay, BHEL will be within their rights to get the job completed at the risk and cost of the supplier.</p>	
<p>12) <u>3 Sets of O&M Manual:</u></p> <p>3 Sets of Operation & Maintenance Manual and other documents as per clause no.29 of specification cum compliance certificate shall have to be supplied along with the equipment. Final payment will be released only after receipt of the required documentation.</p>	
<p>13) <u>Training:</u></p> <p>Vendor shall provide required training to operation & maintenance team of BHEL personnel after Erection & Commissioning of Steel Optimizer.</p>	

<p>14) Purchasing of BOI items: Vendor shall purchase the BOUGHT OUT ITEMS only from vendors of repute and indicate the same to BHEL at the time of approval of GA drawing. BHEL reserves the right to visit / inspect the works of supplier and that of their sub contractors before or after placement of order.</p>	
<p>15) Spares, tooling, jigs and fixtures: The equipment being new, above items shall be needed in bulk at a later stage. However two separate lists of spares should be sent along with quotation giving their individual prices. 1. Items which you recommend very necessary to be available along with the equipment. 2. Item which may be required at a later stage for normal maintenance for two years of trouble free operation. (The price validity of these items should be for a minimum period of one year from the date of commissioning of the equipment).</p>	
<p>16) Warranty/ Guarantee: Guarantee regarding workmanship, material used, design and performance should be for a period of 12 months from the date of successful commissioning of equipment.</p>	
<p>17) Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.</p>	
<p>18) Validity: Validity of the offer should be at least 180 days from tender opening.</p>	
<p>19) Installation & Commissioning Charges:</p> <ul style="list-style-type: none"> • Installation & Commissioning of Steel Optimizer shall be done by the Vendor at our Works free of cost. • Civil Foundation work will be carried out by BHEL. • Foundation drawing shall be provided by the Vendor within one month of order placement. • All T&P required shall have to be arranged by the vendor. 	
<p>20) Test Certificate: All tests of Steel Optimizer should be conducted and all test certificates shall be submitted by the party.</p>	
<p>21) Reverse Auction: Vendors must confirm their specific acceptance for participation in Reverse Auction as per terms of RA in Annexure-IX enclosed.</p>	
<p>Note: Attach separate sheet for additional information if necessary. The above terms & condition supercedes the terms & Conditions found contradictory written elsewhere in the tender enquiry.</p>	

PRICE SCHEDULE

ANNEXURE-VI

FOR INDIGENOUS OFFERS / SUPPLIES

FOR BASIC EQUIPMENT

Table -1

SL.NO.	DESCRIPTION	PRICE (IN Rs.)
1	COST OF BASIC MACHINE (WITH DETAILED BREAKUP IF ANY)	
2	COST OF ACCESSORIES (WITH DETAILED BREAKUP)	
3	ESSENTIAL SPARES (COMMISSIONING AND OPERATIONAL SPARES FOR TWO YEARS TROUBLE FREE OPERATION)	
4	TOTAL EX-WORKS COST (1+2+3)	
5	PACKING AND FORWARDING CHARGES Rs.: (OR PERCENTAGE OF EX-WORKS PRICE)	
6	EXCISE DUTY @ _____ Rs.: (4+5) * _____ %	
7	EDUCATIONAL CESS @ _____ ON ED Rs.: (6) * _____ %	
8	VAT/CST @ _____ Rs.: (4+5+6+7) * _____ %	
9	FREIGHT CHARGES Rs.: (OR % ON EX-WORKS PRICE)	
10	INSURANCE CHARGES Rs.: (OR PERCENTAGE ON EX-WORKS PRICE)	
11	TOTAL VALUE Rs.: (4 + 5 + 6 + 7 + 8 + 9 + 10)	
12	LESS : EXCISE DUTY & CESS (CENVAT Credit) + VAT Credit (IF APPLICABLE) Rs.: (6 + 7 + 8)	
13	TOTAL COST TO BHEL Rs.: [NET OF CENVAT & VAT Credit] (11 – 12)	

Name & Signature of Bidder



Seal

FOR SERVICES
Table – 2

SL. NO.	DESCRIPTION	PRICE (IN RS.)
1	TRAINING CHARGES (IF ANY)	
2	ERECTION & COMMISSIONING CHARGES	
3	WARANTEE ENHANCEMENT CHARGES (IF ANY)	
4	ANY OTHER CHARGES (IF ANY)	
5	TOTAL SERVICE CHARGES (1+ 2 + 3 + 4)	
6	SERVICE TAX INCLUDING CESS @ _____ ON TOTAL SERVICE CHARGES (5 * _____ %)	
7	TOTAL SERVICE CHARGES (5 + 6)	
8	NET SERVICE CHARGES AFTER TAKING CREDIT OF SERVICE TAX INCLUDING CESS (7-6)	

TOTAL COST TO BHEL

Table – 3

SL. NO.	DESCRIPTION	PRICE (IN RS.)
1	TOTAL MACHINE COST TO BHEL (13 OF TABLE 1)	
2	TOTAL SERVICE CHARGES (8 OF TABLE 2)	
3	TOTAL COST TO BHEL (1 + 2)	

PRICE SCHEDULE

ANNEXURE-VI

FOR FOREIGN OFFERS / SUPPLIES

FOR BASIC EQUIPMENT

Table – 4

SL.NO.	DESCRIPTION	PRICE (MENTION CURRENCY)
		TO BE FILLED BY VENDOR
1	COST OF BASIC MACHINE (WITH DETAILED BREAKUP IF ANY)	
2	COST OF ACCESSORIES (WITH DETAILED BREAKUP)	
3	ESSENTIAL SPARES (COMMISSIONING AND OPERATIONAL SPARES FOR TWO YEARS TROUBLE FREE OPERATION)	
4	TOTAL EX-WORKS COST (1+2+3)	
5	FOB / FCA CHARGES	
6	TOTAL FOB COST (4 +5)	
		NOT TO BE FILLED BY VENDOR
7	EXCHANGE RATE [For evaluation, exchange rate (TT Selling rate of SBI) AS ON TENDER OPENING DATE shall be considered].	
8	TOTAL FOB COST OF THE MACHINE Rs.: (6 * 7)	
9	CIF @ 5% (COST OF INSURANCE AND FREIGHT) Rs.: (8 * 0.05)	
10	CUSTOM DUTY @ 7.5% Rs.: (8 + 9) * 0.075	
11	CVD @10% Rs.: (COUNTER VAILING DUTY) (8+9+10) * 0.10	
12	EDUCATIONAL CESS @3% ON CVD Rs.: (11) *0.03	

Name & Signature of Bidder



Seal

13	TOTAL DUTY (10+11+12) Rs.:	
14	EDUCATIONAL CESS @3% ON TOTAL DUTY Rs.: (13)*0.03	
15	ADDITIONAL DUTY @4% ON (8+9+10+11+12+14) * 0.04 Rs.:	
16	MISC @1% ON FOB COST Rs.: (8) *0.01	
17	TOTAL Rs.: (8+9+13+14+15+16)	
18	LESS: CVD+CESS ON CVD+ADDITIONAL DUTY (11+12+15)	
19	TOTAL COST OF MACHINE Rs.: (17 – 18)	

FOR SERVICES

Table – 5

SL. NO.	DESCRIPTION	PRICE (MENTION CURRENCY)
1	TRAINING CHARGES (IF ANY)	
2	ERECTION & COMMISSIONING CHARGES	
3	WARANTY ENHANCEMENT CHARGES (IF ANY)	
4	ANY OTHER CHARGES (IF ANY)	
5	TOTAL SERVICE CHARGES (1+ 2 + 3 + 4)	
6	EXCHANGE RATE [For evaluation, exchange rate (TT Selling rate of SBI) AS ON TENDER OPENING DATE shall be considered].	
7	TOTAL SERVICE CHARGES In Rs.: (5 *6)	
8	SERVICE TAX @ _____INCLUDING CESS ON TOTAL SERVICE CHARGES In Rs.: (7 * _____%)	
9	TOTAL SERVICE CHARGES in Rs.: (7 + 8)	
10	NET SERVICE CHARGES AFTER TAKING CREDIT OF SERVICE TAX INCLUDING CESS (9-8)	

TOTAL COST TO BHEL

Table – 6

SL. NO.	DESCRIPTION	PRICE (IN RS.)
1	TOTAL MACHINE COST TO BHEL (19 OF TABLE 4)	
2	TOTAL SERVICE CHARGES (10 OF TABLE 5)	
3	TOTAL COST TO BHEL (1 + 2)	

NOTES :-

- Item wise breakup of the prices shall be as per TECH. SPECIFICATION CUM COMPLIANCE CERTIFICATE / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION.
- Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optionals if indicated in your offer will not be taken for evaluation.
- Any item not included in this price bid quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- Taxes and duties will be taken prevailing at the time of opening of the tender.
- Total weight -- /Gross / Net in Kg. Also package size essentially should be indicated if not exact then approximate

REMARKS:

- 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.**
- The vendors found technically acceptable against their original technical offer and subsequent technical discussions, BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelopes. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.
- 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 after opening of the price bid will be acceptable.**

4. All the bidders whose offers have been accepted by BHEL will be given one-week notice for opening of their original price bid and supplementary impact.

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>2. Canara Bank
74, Janpath,
New-Delhi-110001</p> <p>3. Punjab National Bank
74, Janpath,
New-delhi-110001</p> <p>4. Bank of Baroda
Corporate Banking Branch,
11th Floor, BOB Building,
Sansad Marg,
New-Delhi-110001</p> <p>5. Deutsche Bank
Tolstoy Marg,
New-Delhi-110001</p> <p>6. State Bank of Hyderabad
Surya Kiran Building,
K. G. 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> | <p>10. HDFC Bank Ltd
5th Floor, HT House,
K G Marg,
New-Delhi-110001</p> <p>11. CITI Bank N A
Jeevan Vihar Building,
Sansad Marg,
New-Delhi-110001</p> <p>12. Standard Chartered Bank
H2 Block, Connaught place,
New-Delhi-110001</p> <p>13. ICICI Bank Ltd.
ICICI Tower,
Bisham Pitamah Marg,
Pragati Vihar,
New Delhi 110003</p> <p>14. IDBI Bank Ltd.
19, K G Marg,
Surya Kiran Building,
New-Delhi-110001</p> <p>15. HSBC Ltd.
ECE House,
28 KG Marg,
New-Delhi-110001</p> |
|---|---|





ANNEXURE-VIII

WAM-28

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri Fort New Delhi through Division HERP Varanasi (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, ----- (indicate the name of the Bank) do hereby undertake to pay the amounts due and 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, -----(indicate the name of the Bank) 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 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 properly 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)