

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

No. B/4011/7/5414/V

Date: 06th Aug,2009

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited from the manufacturers for the supply of items mentioned below.
2. Last date for downloading tender documents and opening of tenders is indicated below. Tenders 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 supplies (equivalent foreign currency \$ 50.00 / € 40.00) from foreign vendors against each tender along with the requisite EMD in the form of bank draft while submitting the tender documents as detailed in "Instruction to Bidders", after down loading from this web site.
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 Material	Qty (in Nos.)	Last Date to get Document from BHEL	Opening Date
1.	B/4011/7/5414/V	Thermal Insulation of Turbine Integral Piping (As per enclosed specification/Bill of Material)	07 Nos.	21/09/2009	22/09/2009

Quantity and delivery details are as per Annexure-1 enclosed.

S.D.G.M. (PPX-BOI)

Annexure-I

**Thermal Insulation of TIP
REQUIREMENT DETAILS**

Project	Material Code	Spec. Reqt:	Qty	Delivery Required
Khapaerkheda	W90313199191	ST29005 Rev 04 Doc.Nos.412114900 00& 41211490001	1 no.	At the earliest
Bhusawal	W90313199191	ST29005 Rev 04 Doc.Nos.412114900 00& 41211490001	2 nos.	At the earliest 28/02/2010
Farakka	W90313199264	ST29005 Rev 04 Doc.Nos.412114830 00& 41211490001	1 no.	At the earliest
Simhadri	W90313199264	ST29005 Rev 04 Doc.Nos.412114830 00& 41211490001	2 nos.	30/12/2009 30/05/2010
Bellary	W90313199272	ST29005 Rev 04 Doc.Nos.412114850 00& 41211490001	1 no.	30/07/2010

Note: Procurement would be made from customer approved vendors only (if applicable)



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

Enq. No.: B/4011/7/5414/V

Date of issue: 6th Aug'09

Due Date: 22nd Sep'09

M/S.....

Sub: Tender Enquiry No. B/4011/7/5414/V

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.	Delivery Required	EMD (Earnest Money Deposit)
1.	Thermal Insulation of TIP	07nos.	Earliest Possible to 30/07/2010	100000.00

As per enclosed Specifications

Quantity and delivery details are as per Annexure- 1 enclosed.

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 AND TENDER FEE (PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE {drawn in favour of BHEL 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. 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, HARDWAR

S.D.G.M. (PPX-BOI)

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

Enquiry No.B/4011/7/5414/V1

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 evaluation form) as described below on or before the due date.

- **The Quotation should be from the Principal / Original 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 II**.
- d) Deviation with reference to specification to be laid down on separate sheet.
- e) Copy of price Bid (without prices).
- f) Validity of offer should be at least 180 days from tender opening.
- g) Acceptance to submit Performance Bank Guarantee as per enclosed format **Annexure-III** and as per Consortium Bank List at **Annexure-IV**.
- h) Warranty 24 months from commissioning of the equipment unless other wise specified in the technical specifications.
- i) The rating of the company quoting for this tender from a third party (independent agency) preferably by M/S Dun and Bradstreet should be submitted. (DUN NUMBER), however this is not mandatory.
- j) Any additional/supporting documents.

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

The price Bid (with price) which has been submitted with part I, for the complete scope as specified.

- a) For Foreign Vendors: Dispatching port & Country to be mentioned: The vendor has therefore **essentially to quote sea freight up to Mumbai 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) For Indigenous : F.O.R. Destination/ Ex-works: When INDIGENIOUS bidders do not quote on "FOR Destination" basis the freight rates as per BHEL's transport contract shall be taken into account.
- c) In case of indigenous and import offers, Price comparison shall be on the basis of total cost involved for delivery up to final destination/project site. Import offers shall be loaded for freight element involved for delivery up to project site as per BHEL's transport contract.
 - 1) Transit insurance shall be taken care of by BHEL.
 - 2) 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 (FOR DESTINATION).

- 1.3 Part-III (Vendor Registration/ evaluation form)
The VREF 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 bidders 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 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".
 4. PART-III
 1. TENDER NO. AND ITEMS DESCRIPTION.
 2. DUE DATE FOR OPENING.
 3. Vendor evaluation / registration form. Can be downloaded from www.bhel.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 in TRIPLICATE prior to despatch of materials for review and acceptance by BHEL.
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,

For & on behalf of BHEL, Hardwar.

(M.K.sardana)
S.D.G.M. (PPX-BOI)

Annexure-II**TERMS AND CONDITIONS FOR INDIGENOUS VENDORS****(Enquiry No. B/4011/7/5414/V/1)**

You are requested to kindly confirm/clarify the following: -

Sl. No	Description	Vendor's Confirmation
1	Validity : Confirm that validity of the offer shall be 180 days from the due date	
2	Confirm delivery period in no. of weeks from the date of Order.	
3	Pl. quote your rates on freight Pre-Paid up to destination as per price breakup given. The goods can be dispatched through any bank-Approved transporters having their branch at Hardwar. The names and addresses of transporters approved by IBA as well as Bharat Heavy Electricals Limited as posted at our website www.bhelhwr.co.in .	
4	Confirm that Bank Charges shall be either side. If documents are presented directly by vendor to SBI/PNB Ranipur, Hardwar all the bank charges are payable by the vendor.	
5	Pl. confirm that the prices shall remain firm and fixed the execution of the contract.	
6.	Insulation application has to be done by the supplier at respective project site.	
7.	Please quote your rates separately for 1) Material Portion 2) Application Charges Also please intimate the taxes and duties applicable on material & Application charges separately in your offer.	
8.	Confirm that lump sum Application Charges (Irrespective of mandays and inclusive of everything i.e. conveyance, lodging & boarding etc.) Has been quoted in the offer.	
9	Pl. Confirm the following Payment terms:- 90% of material cost shall be paid against receipt of material at site, balance 10% material cost and 100% application shall be payable after successful application certificate from the project site.	
10.	Pl.confirm that :- 1)Material shall be delivered within 05 weeks of getting mobilization letter from BHELHardwar. 2)The Insulation Application shall be completed within 5 weeks of release of fronts. For any delay beyond the above schedule LD/Penalty for late delivery shall be applicable as specified in the LD Clause mentioned.above.	
11	The Transit Insurance will be arranged by BHEL. Pl. send your offer keeping this in view.	
12	Penalty (LD) for delayed delivery at the rate of ½ % (half percent) per week or part thereof subject to a maximum of 10 % of the value of unexecuted portion of the order will be applicable.	
13	Drawings/Data sheets/documents as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 15 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will	

	arrange the approval of the drawings/data sheets/ documents with in 30 days of their receipt provided those are complete in all respect.	
14	Confirm that all the test certificates shall be submitted as per requirement.	
15	Confirm that Guarantee Certificate will be provided as per requirement of our Spec.	
16	The material Dispatch Clearance Certificate (MDCC) will be provided with in 07 days of receipt of documents, provided those are complete in all respects. Any delay in providing MDCC will be on BHELs account.	
17	The Test Certificates/Inspection reports will be submitted to BHEL Limited for review and acceptance before despatch of Material. The Material Despatch Clearance (MDCC) will be provided with in 07 days of receipt of documents, provided those are complete in all respects.	
18.	Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
19	Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only	
20.	Confirm that Approx. Weight and Volume of the packages has been mentioned.	
21	BHEL reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	
22.	Ink signed order acceptance shall be furnished within 15 days of order placement.	
23	BHEL reserves the right to finalise the case thru Reverse Auction instead of opening the sealed price bids. Kindly confirm your acceptance for participation in the same.	
24	All envelopes to be marked with whether “Priced Bid” (Part – 2) or “Un-Priced Bid Cum Techno-Commercial Bid” (Part – 1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	

(Signature of Vendor)

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 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)



ANNEXURE-IV

LIST OF THE MEMBER BANK

State Bank of India CAG Branch, 10 th Floor, Vijaya Building Barakhamba Road New Delhi-110 001	Deutsche Bank Tolstoy Marg New Delhi-110 001
CANARA BANK 74, Janpath New Delhi-110 001	HDFC Bank Ltd. 5 th Floor, HT House K G Marge New Delhi-110 001
Punjab National Bank 74, Janpath New Delhi-110 001	CITI Bank N A Jeevan Vihar Building Sansad Marg New Delhi-110 001
Bank of Baroda Corporate Banking Branch 11 th Floor, BOB Building Sansad Marg New Delhi-110 001	STANDARD CHARTERED BANK H2 Block, Connaught Place New Delhi - 110 001
State Bank of Hyderabad Surya Kiran Building, K G Marge New Delhi-110 001	ICICI Bank Ltd ICICI Tower, Bisham Pitamah Marg, Pragti vihar, New Delhi – 110 003
State Bank of Mysore Antriksh Bhawan, KG Marg New Delhi – 110 001	IDBI Bank Ltd. 19, KG Marg, Surya Kiran Building New Delhi – 110 003
State Bank of Mysore Industrial Finance Branch Ramanashree Arcade MG Road, Bangalore – 560 001	HSBC Ltd. ECE House 28, KG Marg New Delhi – 110 001
State Bank of Travancore Travancore House, 1 F Branch, KG Marg New Delhi – 110 001	