



# Bharat Heavy Electricals Limited

Electro Porcelains Division Bangalore-12

## NOTICE INVITING TENDER FOR 11KV VCB FOR COMPOSITE RMU

### NOTICE INVITING TENDER FOR 11KV VCB FOR COMPOSITE RMU

Bharat Heavy Electricals Ltd, Electro Porcelains Division, a Government of India Undertaking, intends to procure 11 KV VCB FOR COMPOSITE RMU as per the NIT.

Sealed bids are invited under **TWO PART BID SYSTEM** from the interested suppliers with sound technical and financial capabilities fulfilling the requirements stated in bid documents.

Interested and eligible suppliers may study the tender documents carefully and offer their bids in form of Part 1 i.e. Techno commercial bid without giving any indication of price (**copy of the price bid without mentioning the price must accompany the technical bid**) and Part 2 i.e. Price bid. The offer should be submitted in separate sealed covers super scribing tender reference and due date addressed to

#### **AGM/MM,**

Bharat Heavy Electricals Ltd,  
Electro Porcelains Division,  
Prof. C. N. R Rao Circle,  
PB: 1245, Science Institute Post, Malleswaram  
Bangalore -560012.

Please go through the contents carefully mentioned below and quote accordingly.

**Note:** Un- price bid must be sent along with Techno commercial Bid.

For any queries please contact: Mr. Karthik/Pandit

Ph: 080 2218 2306

: 080 2218 2342



# Bharat Heavy Electricals Limited

Electroporcelains Division Bangalore-12

## NOTICE INVITING TENDER FOR 11KV VCB FOR COMPOSITE RMU

**TENDER REF.:** EPD/ MM/RMU/30015086/2012-13 DT.16.11.2012

**TENDER START DATE:** 16.11.2012.

**LAST DATE FOR RECEIPT OF TENDER:** 06.12.2012 BY 2.00 P.M

**OPENING OF TECHNO-COMMERCIAL BID:** 06.12.2012 BY 2:30 P.M

### **TWO PART BID**

#### **CONTENTS:**

#### **I. TECHNICAL & COMMERCIAL BID-PART-'1'**

1. Scope of Supply and work – (Clause 'A')
2. Bid Opening – (Clause 'B')
3. Delivery Term – (Clause 'C')
4. Delivery Period – (Clause 'D')
5. Terms of Payment - (Clause 'E')
6. Performance Bank Guarantee - (Clause 'F')
7. Loading – (Clause 'G')
8. Testing & Inspection – (Clause 'H')
9. Late Delivery Charges – (Clause 'I')
10. Guarantee Period – (Clause 'J')
11. Risk Purchase - (Clause 'K')
12. Other Conditions - (Clause 'L')
13. Arbitration – (Clause 'M')
14. Legal Jurisdiction – (Clause 'N')
15. Validity of rates – (Clause 'O')
16. Company Profile - (Clause 'P')
17. Deviations - (Clause 'Q')
18. Clarifications sought by BHEL during Technical & Commercial evaluation - (Clause 'R')

#### **II. PRICE BID-PART- '2'**

1. Price Impact - (Clause 'S')
2. Price Evaluation - (Clause 'T')
3. Ambiguity – (Clause 'U')

#### **III. LOCATION OF TENDER BOX**

Tender box **named BHEL-EPD** has been kept in reception room near front gate. Kindly put your offers in tender box.

#### **IV. TIME AND DATE OF TENDER OPENING**

Last date for submission of sealed tenders: 06.12.2012 BY 2:00 PM

**Date of opening the tender (Techno-commercial bid): 06.12.2012 AT 2:30PM**



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## NOTICE INVITING TENDER FOR 11KV VCB FOR COMPOSITE RMU

### **V. VENUE FOR OPENING OF TENDER:**

Tender Room (Near front gate)

Bharat Heavy Electricals Ltd  
Electro Porcelains Division  
PB No: 1245, Science Institute Post,  
Malleswaram, Bangalore – 560012

ENCLOSERS: i) Detailed Technical Specification for 11 KV VCB FOR COMPOSITE RMU (enclosed)-6 pages.

### **VI. PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

Bids shall be submitted latest by 14:00 hrs on due date in a sealed cover separately with bidder's seal super scribed with "PART NAME,TENDER REFERENCE, TENDER OPENING DATE" in two separate envelopes(i.e. PART-1:Techno-commercial bid & PART-2:Price bid) which will be put in a common third envelope, for each bid submitted independently, as follows:

PART – 1: Techno – Commercial Bid – This part shall contain the following:

- Techno-commercial offer/details
- Declaration from the bidder – Annexure 'I'
- Acceptance of terms and conditions – Annexure 'J'
- Essential Criteria of Techno-Commercial offer - Annexure 'K'

The offers of the bidders who are on the banned list (available on BHEL web site) as also the offer of the bidders, who engage the services of the banned firms, shall be rejected.

PART – 2: Price Bid - This part shall contain Rates only and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details / or Commercial terms & Conditions if found in this part shall be ignored and will not be considered for Tender evaluation and priority as the same are supposed to be contained in Part-I only as indicated above.

Rates shall be quoted both in words and figures. In case of mismatch in words & figures, words value will be considered for tender process.

The offer should be submitted in a sealed cover as mentioned in above and it should reach in tender box named BHEL-EPD kept in reception by 14:00 hrs on due date addressed to:

AGM/MM  
Bharat Heavy Electricals Ltd  
Electro Porcelains Division  
PB No: 1245, Science Institute Post, Malleswaram  
Bangalore – 560012

### **TECHNICAL & COMMERCIAL BID – PART "1"**

#### **(A) Scope of supply and Work**

Refer enclosed Detailed Specification for 11KV VCB FOR COMPOSITE RMU -6 page.



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### **(B) Bid Opening**

**Part-1 (Techno-Commercial Bids) only** will be opened at 14:30 hrs on due date in the presence of bidders who may like to be present or their representatives. Late offers are rejected. **Date & Time for opening of Part-2: Price Bid / Online Bid will be intimated separately to the shortlisted technically & commercially qualified bidder.**

Price bid of unsuccessful vendors will be returned either by post or by courier.

### **(C) Delivery Term:**

The price quoted should be on F.O.R. BHEL-EPD-STORES (Bangalore-12).

### **(D) Delivery Period:**

Within 08 WEEKS (SUPPLY, INSTALLATION AND COMMISSIONING TO BE COMPLETED)

IN CASE DELIVERY PERIOD QUOTED IS MORE THAN ABOVE, DIFFERENTIAL PERIOD WILL BE LOADED @0.5% OF QUOTED PRICE/WEEK IN THE COMPARATIVE STATEMENT.

### **(E) Terms of Payment**

#### **1) In case of supply with E & C:**

- 70% payment against delivery at BHEL, EPD, Bangalore.
- 20 % after the successful erection & commission at BHEL ,EPD, Bangalore
- Rest 10 % will be paid after the submission of Performance Bank Guarantee valid for a period of 24 months.

(Payment will be made by NEFT. Refer NEFT format )

### **(F) Performance Bank Guarantee (PBG)**

PBG of 10% of material value (basic value) to be submitted by successful vendor before dispatch valid for a period of 24 months from the date of P.O.

Vendors those not agreeing for Bank Guarantee, 10 % of PO value will be withheld for the period of 24 months.

### **(G) Loading**

Interest @ 16.75% per annum will be loaded for the differential credit period (Specified credit period offered by supplier) and the differential amount (amount of payment specified-amount of payment asked for in the offer stage-wise). In case, the delivery basis stipulated by the Tender is different from that sought for, loading for the corresponding elements viz: freight, insurance etc shall be made as per prevailing BHEL contract rates existing as on the date of tender opening. No deviation is allowed regarding delivery and payment terms.

### **(H) Testing & Inspection**

Inspection of the materials will be conducted by BHEL either on its receipt at BHEL or at vendor's place. In case of pre-dispatch inspection adequate notice has to be given by the vendor for deployment of BHEL's personnel. BHEL reserves the right to review the quality plan of the manufacturer and access to process data of the manufacturer. All necessary test & calibration certificates should accompany supply.



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### **(I) Late Delivery Charges**

IN CASE OF COMPOSITE CONTRACT, FOR ANY DELAY IN SUPPLY AND SUCCESSFUL COMMISSIONING OF THE EQUIPMENT AN AMOUNT OF 0.5 % PER WEEK UPTO A MAXIMUM OF 10% OF THE CORRESPONDING COMPONENT OF ORDER VALUE WILL BE DEDUCTED.

In case vendor not accepting maximum 10% late delivery charges, difference will be loaded on the quoted price.

### **(J) Guarantee Period**

**In case of supply with E & C:**

Equipment shall be guaranteed for a period of 18 months from the date of receipt of material at site or 12 months from the date of commissioning whichever is later.

### **(K) Risk Purchase**

BHEL at its option will be entitled to terminate the contract and/or purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the seller fails to deliver within the stipulated time. The seller shall be liable for any loss, which BHEL may sustain by such risk purchases. The loss may be recovered from the vendor's outstanding bills with the concerned unit or any sister unit.

### **(L) Other Conditions**

Test certificate, Guarantee Certificate and Instruction Book are to be supplied along with the supply.

### **(M) Arbitration**

Settlement of dispute, if any arises, at anytime between the BHEL and the vendors upon or in relation to or in connection with the vendor, the same shall be referred to the sole arbitration of the head of BHEL unit or to person appointed by him. The award of the arbitrator shall be final and binding on both BHEL and the vendor.

### **(N) Legal Jurisdiction**

In case of any legal proceedings, area of jurisdiction will be Bangalore in case of EPD.

### **(O) Validity of Rates**

Bid, including Prices, should be valid at least for 90 days from the opening of price bid or till the completion of supply whichever is later.

### **(P) Company Profile**

Parties should be registered with the concerned excise & sales tax authorities and should quote relevant registration no. The copies of the same must be enclosed in the offer.  
Audited financial results of previous 2 financial years should be furnished.



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### **(Q) Deviations**

A separate sheet indicating deviations in technical specification, commercial terms and conditions to be enclosed in part – '1' (i.e. Techno-Commercial Bid) of the offer. If there are no deviations same has to be certified and duly signed by the vendor.)

### **(R) Clarifications sought by BHEL during Technical & Commercial evaluation**

In case BHEL asks for any clarification, the vendor has to submit the same within the specified date otherwise the offer will be evaluated considering the clarifications, if any received as on the specified date. No grace period or late submission is allowed.

### **PRICE BID – PART “2”**

Please refer price format attached with .

### **(S) Price Impact**

In case, out of techno-commercial discussion has any price implication, only corresponding price impact is to be submitted by the vendor in a sealed cover within the specified date.

### **(T) Price Evaluation**

Prices shall be considered on landed cost basis (cost to BHEL). Landed cost shall be worked out on price quoted including freight, excise duty, and sales tax after taking out CENVAT and VAT benefit, as applicable. The comparative statement shall be worked out on overall landed cost for the whole package.

- The comparative statement of the prices prepared on the reference date shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors.
- The lowest price received against BHEL tender need not be commercially lowest price (L1).
- BHEL reserves the right/option to refloat the tender if L1 price is not the lowest acceptable price to BHEL.

### **(U) Ambiguity**

In comparative statement ranking of the vendors found equal (L1) more than one vendor in all terms then the following factor will be applied as:

- We may ask all L1 vendors to give maximum discount to get one L1 vendor & decide accordingly.

### **NOTE:**

- Any other cost component which the vendor has not quoted, either a sealed quote from the vendor will be obtained or the highest offer for that component will be loaded.
- BHEL has the option to defer the supplies of any purchase order with a notice period of 20 calendar days.
- In case of unsatisfactory performance of quality/delivery, BHEL will have the right to discontinue the contract in part or full.



**Bharat Heavy Electricals Limited**  
Electroporcelains Division Bangalore-12  
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**ANNEXURE 'I'**

**Declaration**

I / We hereby declare that I / We have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court for participating in any tender.

Signature

(Name & Address of the Bidder with official seal)

Place:

Date:



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**ANNEXURE 'J'**

**Acceptance Certificate**

We hereby accept all terms and conditions of the above tender.

Signature

With name, Designation & seal of the firm

Place:

Date:



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**ANNEXURE 'K'**

**Essential Criteria of Techno-Commercial offer (to be submitted by vendor after duly filled up along with techno-commercial offer i.e part-1**

ADDRESS OF THE FIRM:			
<b>SL.NO</b>	<b>PARAMETER</b>	<b>BHEL SPEC/REQUIREMENT</b>	<b>VENDOR OFFER</b>
1	Name of Contact person	TO BE MENTIONED	
2	E-mail ID	TO BE MENTIONED	
3	Mobile number	TO BE MENTIONED	
4	Land line number	TO BE MENTIONED	
5	Fax number	TO BE MENTIONED	
6	Delivery Term	F.O.R-BHEL EPD STORES	
7	Payment terms	APPLICABLE AS PER NIT CLAUSE-E	
8	Late Delivery	APPLICABLE AS PER NIT CLAUSE-I	
9	Risk purchase clause	APPLICABLE AS PER NIT CLASE-K	
10	Capacity/capability to execute this job	AS PER VENDOR CAPACITY	
11	Delivery period	APPLICABLE AS PER NIT CLAUSE-D	
12	Offer validity	APPLICABLE AS PER NIT CLAUSE-O	
13	Tax and Duty Structure	EXCISE DUTY %	
		E C	
		CESS%	
		CENTRAL SALES TAX%	
		VAT %	
		ANY OTHER	

**SIGNATURE OF THE TENDERER WITH SEAL**



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### UNPRICE BID FORMAT:

Sl. No.	Description	Quantity	Rate (in Rs)
1.	Supply of 11KV VCB as per Technical specification.	5 each	
2.	Installation & commissioning of VCB as per Technical specification.	Lump sum	

Price to be quoted in this format only.



**Bharat Heavy Electricals Limited**  
**Electroporcelains Division Bangalore-12**  
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FORMAT FOR PBG FOR FINAL 10% PAYMENT

**(To be executed on a Rs100/- Non-judicial stamp Paper)**

THIS DEED OF GUARANTEE made and executed on the \_\_\_\_\_ day of

\_\_\_\_\_ (year), by the \_\_\_\_\_ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at \_\_\_\_\_ represented herein by its Branch Manager / authorised representative Sri. \_\_\_\_\_ & Sri. \_\_\_\_\_ (Hereinafter called 'guarantor' which term shall mean and include its successors and assigns)

**IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED**

a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Electroporcelains Division at Malleswaram, Bangalore-560 012 (hereinafter referred to as the 'Company' which term shall include its successors and assigns):

Whereas the company has placed an order on \_\_\_\_\_ (state the name of the company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under order / Contract No \_\_\_\_\_ dt \_\_\_\_\_.

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order/contract.

AND WHEREAS the company is not required to pay to the supplier a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) being the 10% of the value of the goods supplied / Works performed / Services rendered under the said order / contract between the supplier and the company, till the company is satisfied with the mechanical Warranties and the performance standards stipulated in the said order / contract between the company and the supplier has been duly fulfilled, except against a Bank Guarantee for the said sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) in favour of the company by reputed Bank, in which case the company has agreed to make payment to the supplier of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) being ( \_\_\_\_\_ % ) of the value of the goods supplied / Works performed / Services rendered under the agreement between the supplier and the company and the Guarantor has at the request of the supplier, agreed to furnish this Guarantee subject to the terms and conditions stated below:

NOW THIS DEED WITNESSES THAT IN pursuance of the above said agreement, the guarantor hereby agrees and covenants with company is as follows :-

- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ only ) against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said order / contract / Agreement by the supplier.



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- 2) The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said order / contract. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Contractor / supplier admits or denies.
- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said order / contract / agreement are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order / contract / agreement have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below , the guarantor shall be discharged from all the liability under this guarantee thereafter.
- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order / contract / agreement or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order / contract / agreement, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.
- 5) The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.
- 6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The guarantee shall be in force till its expiry on \_\_\_\_\_ unless a demand is made on the guarantor within SIX months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

IN WITNESS whereof, the guarantor, acting through its authorised representative has executed this deed of Guarantee on the day, month and year first above written.

(Seal of the Bank to be affixed )

WITNESS

1.

2.



# Bharat Heavy Electricals Limited

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## NOTICE INVITING TENDER FOR 11KV VCB FOR COMPOSITE RMU

FORM NO. E – 5

Appendix -VIII

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

### MODEL MANDATE FORM

INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH CREDIT CLEARING MECHANISM

SCHEME NAME AND THE PERIODICITY OF PAYMENT

1. INVESTOR/CUSTOMER'S NAME:

2. PARTICULARS OF BANK ACCOUNT

A. BANK NAME:

B. BRANCH NAME:

ADDRESS:

TELEPHONE NO:

C. 9- DIGIT CODE NUMBER OF THE BANK & BRANCH APPEARING ON THE MICR CHEQUE ISSUED BY THE BANK:

D. ACCOUNT TYPE (S.B ACCOUNT/CURRENT OR CASH CREDIT) WITH CODE 10/11/13:

E. I F S C NO.

F. ACCOUNT NUMBER (AS APPEARIG ON THE CHEQUE BOOK):

G. E MAIL ID: ADDRESS

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque, or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

P.T.O



**Bharat Heavy Electricals Limited**  
Electroporcelains Division Bangalore-12  
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3. DATE OF EFFECT:

I hereby state that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(-----)

Date:

Signature of the Investor/ Customer

Certificate that the particulars furnished above are correct as per our records.

COMPANY STAMP

(-----)

Date:

SIGNATURE OF THE AUTHORIZED/ OFFICIAL

From the Bank