

 <p>ISG BANGALORE</p>	<p align="center"><b>NMDC IRON &amp; STEEL PLANT RAW MATERIAL HANDLING SYSTEM SUPPLY, ERECTION AND COMMISSIONING OF COMPLETE DUST EXTRACTION SYSTEM PACKAGE</b></p>	<p align="center"><b>ENQUIRY NO: 77/13/6199/BDS</b></p>
<p align="center"><b>NOTICE INVITING TENDER(NIT) &amp; QUALIFICATION CRITERIA</b></p>		

1.0	Tender Inviting Officer/Authority, Designation and Address	Additional General Manager/MM/BG 2 BHEL-ISG, Prof.CNR Rao Circle, IISc Post, Malleshwaram, Bangalore – 560 012. <a href="mailto:sma@bhelisg.com">sma@bhelisg.com</a> ; <a href="mailto:bds@bhelisg.com">bds@bhelisg.com</a>
2.0	Item Description	Supply, Erection and Commissioning of Complete Dust Extraction System Package with Commissioning Spares.
3.0	Tender Reference No & Date	<b>77/13/6199/BDS Dated:25.10.2013</b>
4.0	Tender Document Availability	<a href="http://www.bhel.com">www.bhel.com</a> <a href="http://www.bhelisg.com">www.bhelisg.com</a> and Government Web Site <a href="http://tenders.gov.in">http://tenders.gov.in</a>
5.0	Due Date, Time and Place for submission of Tender	On or before <b>15.11.2013 by 2.00 PM</b> BHEL-ISG Tender Box placed at the reception of ISG & EPD. Prof CNR Rao Circle, IISc Post, Malleshwaram, Bangalore – 560 012.
6.0	Place, Date and Time of Technical Bid Opening	BHEL-ISG Reception. Techno-Commercial offers will be opened on <b>15.11.2013 at 3.00 PM</b> on due date in the presence of vendors. Authorized representatives of the bidders only shall be permitted to participate in the Techno-Commercial Bid / Price Bid Opening.
7.0	Pre-Qualification Criteria	Please refer separate attachment to the NIT. Offers of such vendors who qualify in the pre-qualification criteria will be considered for further technical and commercial evaluation. Vendors who don't qualify pre-qualification criteria, offers shall be rejected. Vendors to ensure all the require documents as sought in the pre-qualification is enclosed.
8.0	Mode of Submission of Tender	The Tender shall be submitted in Two Parts as follows, in separate sealed envelopes super-scribed with Tender Reference, Due Date and Item Description.  <u>PART-1: Techno-Commercial Bid</u> Technical documents, Documents of Pre- Qualification Criteria, Commercial Terms & Conditions, Loading Factor Sheet, Un-price Price Bid Format etc. Super scribed as "Techno-Commercial Bid".

		<p><u>PART -2: PRICE BID</u> Dully filled in price bid as per BHEL Price Format Super scribed as "Price Bid".</p> <p>The above two envelopes should be kept in another envelope, sealed &amp; super scribed with Tender Enquiry Reference, Due Date and Item Description and the same to be submitted in Tender Box before 2.00 PM on the specified due date.</p>
9.0	Special Instructions	<ol style="list-style-type: none"> <li>1. All the sheets of the documents given along with NIT/Enquiry to be dully signed and stamped.</li> <li>2. Commercial Terms &amp; conditions format given with NIT/Enquiry only to be dully filled in signed and stamped on all sheets to be enclosed. If any other format commercial terms &amp; conditions will be liable for rejection. If any column or row left blank is deemed as agreed.</li> <li>3. Deviations if any., shall be mentioned in the deviation format given along with NIT/Enquiry and more deviations if any., separate annexure may be enclosed.</li> <li>4. Un Price Bid Format dully filled in and signed with "Quoted" against each items &amp; columns.</li> <li>5. Bidders to enclose filled in price bid in the given format only. Prices shall be written both in words and figures. In the event of discrepancy between the price in figures and words, the amount entered in words would be taken into consideration for evaluation and finalization of the order. If any row or column of the price format is found blank/not filled, will be deemed as the price is included in the final price declared.</li> <li>6. Other than dully filled in price bid, no other format to be enclosed.</li> </ol>
10.	Basis for Rejection of Offers	<ol style="list-style-type: none"> <li>1. If any offer received after the due date and time will be rejected.</li> <li>2. Incomplete offers i.e., not submitting the documents as mentioned above and not complying with NIT/Enquiry conditions.</li> <li>3. Any vendor/Bidder not meeting the conditions of Pre-Qualification Criteria.</li> <li>4. Any vendor/Bidder offer not qualified technically or commercially.</li> <li>5. In the event of customer not approved the vendors/Bidders.</li> <li>6. Offers of the vendors/bidders who are on the banned list of BHEL.</li> </ol>

**PRE-QUALIFICATION CRITERIA FOR TENDER ENQUIRY NO 77/13/6199/BDS FOR SUPPLY, ERECTION AND COMMISSIONING OF COMPLETE DUST EXTRACTION SYSTEM PACKAGE WITH COMMISSIONING SPARES – RAW MATERIAL HANDLING SYSTEM OF NMDC IRON & STEEL PLANT, NAGARNAR IN THE STATE OF CHATTISGARH**

- 1.1 Bidder should have experience of having successfully completed works which shall necessarily include Design, Engineering, Manufacturing, Procurement, Inspection, Despatch, Site Storage, Site Handling, Erection, System Integration, Testing, Commissioning, Trial Run and PG Test of at least one project of Complete Dust Extraction System (along with associated electrical system & structural work) having Bag filter, compressed air reverse pulse jet purging, centrifugal fan, stack, ducting etc., for at least two junction tower with minimum 200 TPH Coal/Ore conveyor system feed and discharge points & one number crusher house with minimum 350 TPH Coal/Ore/Flux crushing and conveying system during last 2 years ending last day of month previous to the one in which applications are invited. Bidder shall provide documentary evidence in support of their claim.**
- 1.2 In case of foreign bidders, bidder should have an Indian Agent to provide services during Supply, Erection, Testing, Commissioning and Post Commissioning support till warranty period.**
- 1.3 Offers with Joint venture/consortium are not acceptable and such offers are liable for rejection without further notice.**
- 2.1 Average annual financial turnover of the bidder during the last 3 Years ending 31<sup>st</sup> March 2013 should be at least INR 100 Lakhs. The bidder shall furnish Bank Solvency Certificate from their Bankers (in sealed cover) and Audited Annual Reports (Balance sheet and Profit & Loss Account) of last 3 years along with their offer for BHEL to assess financial standing of the bidder. Other Income shall not be considered for arriving at Annual Turnover/Sales.**
- 2.2 Financial pre-qualification of the foreign bidder (other than Indian bidders) may also be evaluated on the basis of the report from a reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. The foreign bidder is to submit the report from reputed third party.**
- 2.3 The bidders, who are already registered with BHEL-ISG, without any financial limit, need not submit financial PQR. In case of limit, the registered bidder may submit the documents required for review of limit alone, if the bidder wants re-assessment of the limit.**

# 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

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

**PERFORMANCE BANK GUARANTEE**

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

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

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

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

NOW THIS DEED WITNESSESS AS FOLLOWS –

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

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

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

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

NOTWITHSTANDING anything contained herein above,

- 1) The liability of the Bank under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)
- 2) This Bank Guarantee shall remain valid till \_\_\_\_\_
- 3) The Bank shall be liable to pay to the Purchaser under this Bank Guarantee unless and until a claim is lodged with us on or before \_\_\_\_\_

WITNESS :

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Signed for and on behalf of the BANK

SL.NO	CONSORTIUM BANKS
1	ABN AMRO BANK
2	ANDHRA BANK
3	AXIS BANK
4	BANK OF BARODA
5	BANK OF INDIA
6	CANARA BANK
7	CENTRAL BANK
8	CITI BANK
9	CORPORATION BANK
10	DEUTSCHE BANK
11	FEDERAL BANK
12	HDFC BANK
13	HSBC BANK
14	ICICI BANK
15	IDBI BANK
16	INDIAN BANK
17	KOTAK MAHINDRA
18	ORIENTAL BANK OF COMMERCE
19	PUNJAB & SIND BANK
20	PUNJAB NATIONAL BANK
21	STANDARD CHARTERED BANK
22	STATE BANK OF HYDERABAD
23	STATE BANK OF INDIA
24	STATE BANK OF TRAVANCORE
25	SYNDICATE BANK
26	UCO BANK
27	UNION BANK OF INDIA
28	UNITED BANK OF INDIA
29	VIJAYA BANK