



ISG - BANGALORE

Our Ref: 77/12/6269/BDS

Dt: 27.12.2012

NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY, RECEIPT OF MATERIALS FROM STORES, LOADING AND TRANSPORTATION TO ERECTION SITE, UNLOADING AT DIFFERENT ERECTION LOCATION, SECURITY FOR THE ERECTED MATERIALS, ERECTION, TESTING AND COMMISSIONING OF THE EQUIPMENT SUPPLIED, PG TEST AND HANDING OVER OF THE PACKAGE OF VENTILLATION AND AC SYSTEM FOR HNPCL TPP, VIZAG.

NOTICE INVITING TENDER (NIT)

1	Tender Inviting Officer	S.MANI/AGM – MM/BG 2 BHARAT HEAVY ELECTRICALS LTD INDUSTRIAL SYSTEMS GROUP PB NO.1249, IISc POST MALLESWARAM BANGALORE – 560 012 EMAIL: sma@bhelisg.com ; bds@bhelisg.com Tele- 080 2218 4111
2	Scope of Work	DESIGN, SUPPLY, RECEIPT OF MATERIALS FROM STORES, LOADING AND TRANSPORTATION TO ERECTION SITE, UNLOADING AT DIFFERENT ERECTION LOCATION, SECURITY FOR THE ERECTED MATERIALS, ERECTION, TESTING AND COMMISSIONING, PG TEST AND HANDING OVER OF THE PACKAGE OF VENTILLATION AND AC SYSTEM FOR HNPCL, TPP, VIZAG
3	Enquiry Number	77/12/6269/BDS Dated.27.12.2012
4	Tender Document availability	www.bhel.com www.bhelisg.com and Government Web Site http://tenders.gov.in
5	Due Date and Time for Submission of Tender	17.01.2013 @ 14.00 Hrs
6	Place of submission of Tender	“ISG TENDER BOX” located at the reception of Malleshwaram Complex and address is as follows: BHARAT HEAVY ELECTRICALS LIMITED INDUSTRIAL SYSTEMS GROUP OPP. PROF CNR Rao Circle Malleshwaram BANGALORE – 560 012.



ISG - BANGALORE

7	Date, Time and Place of Technical Bid Opening	Technical Bid will be opened on 17.01.2013 at 15.00 Hrs at BHEL/ISG. Techno-Commercial offers will be opened at 3.00 PM on 17.01.2013 in the presence of the vendors who choose to be present. Price Bid will be opened after the Techno-Commercial evaluation and our acceptance of the same. Price Bids of the accepted tenderers will be opened subsequently and the date will be intimated separately.
8	Documents Enclosed	8.1 Commercial Terms & Conditions including loading (13 Pages) 8.2 Deviation (1 Page) 8.3 PBG Format (5 Pages) 8.4 Price Schedule (3 Pages) 8.5 Technical Specifications (74 Pages)
9	Language of the tender submission of bids	English
10	Sealing & Marking of Bids	The Tender shall be submitted in Two Parts i.e., <u>PART – I Techno-Commercial Bid (Cover No.1)</u> and <u>PART – II PRICE BID (Cover No.2)</u> . Each shall be placed in an independent sealed envelope super scribed with Enquiry Number, Enquiry Date and Due Date and Time of opening to be mentioned. Above two separately sealed covers shall together be enclosed in a third cover (Cover-3). All the three sealed covers shall be clearly super scribed with COVER NO. WITH NOMENCLATURE, NAME OF THE JOB, TENDER DOCUMENT NO. And DUE DATE OF SUBMISSION & time.
11	Special Instructions	A. <u>Techno-Commercial Offer Should Comprise of (PART-1)</u> . 1. All the sheets of the documents given along with NIT/Enquiry to be dully signed and stamped and enclosed in the bid. 2. Commercial Terms & Conditions format given with NIT/Enquiry only to be dully filled in signed and stamped on all the sheets. If any column or row left blank is deemed as agreed. Commercial Terms & Conditions format given with the tender only to be submitted no other documents is acceptable. Any other format is liable for rejection. 3. Deviations if any., shall be mentioned in the deviation format given along with NIT/Enquiry and more deviations if any., separate annexure shall be enclosed. 4. Un Price bid format only to be enclosed by dully filled in with "Quoted" against each terms & columns. 5. Other documents, drawings as asked in the NIT/Enquiry, technical specifications shall be enclosed.



		<p>B. <u>Price Bid (PART -2)</u></p> <ol style="list-style-type: none">1. 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.2. Other than the dully filled in price bid, no other format to be enclosed. In case the same is found, it will be treated as null and void. <p>C. If the vendor is representing foreign supplier, below said documents to be enclosed along with the PART -1 BID:</p> <ol style="list-style-type: none">1. Please furnish documents pertaining to Registration as Indian Agents.2. Please specify precise relationship between your principle foreign supplier and you as an Indian agent and mutual interest in the business.3. Please specify the amount received from Principle/Supplier either in India or Abroad as a commission or as a general retainer fee may please be spelt out explicitly so as to ensure compliance of tax laws.4. Copy of Agency agreement with above points may please be furnished.
12	Basis for Rejection of Offers	<ol style="list-style-type: none">1. If any offer received after the due date and time will be rejected.2. Incomplete offers i.e., not submitting the documents as mentioned above and not complying with NIT/Enquiry Conditions.3. Non Compliance to our delivery period and schedule mentioned in our commercial terms and conditions.4. Any Deviations beyond the BHEL requirements mentioned in our commercial terms and conditions or deviations taken beyond the loading factor limits indicated in commercial terms and conditions.5. In the event of customer not approved the vendors/contractor.

**COMMERCIAL TERMS AND CONDITIONS - VENTILATION AC SYSTEM -
FOR SUPPLY ONLY.**



Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
1.0	Price	Firm for entire period of contract , FOR Site Basis, inclusive of packing, forwarding and freight charges. Insurance by BHEL. Any new taxes/duties imposed by Government after plaement of PO shall be reimbursed as per actuals on documentry evidence. The project is elegeible for Deemed Export and Mega project benefits. Project authority Certificate and Mega Project Certificate will be issued by HNPCL/ BHEL for availing the benefits.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
2.0	Excise Duty	Excise Duty is exempted as this is Mega project. Supplier/ Vendor to avail ED benefit for his own manufactured items as well as his sub vendors' items. Necessary documents like project authourity certificate and Mega Project Certificate will be issued by HNPCL / BHEL, to avail these benrfits.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
3.0	Other Taxes	Sales Tax/ VAT / Service Tax and any other local taxes like Octroi, entry tax etc are to be included in the price and are to be seperately shown in the offer. Variations in taxes including new taxes/ duties as may be payable during the contract execution stage shall be payable extra on production of documentary proof. "E1" Form to be submitted by supplier to BHEL for availing "C" Form.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
4.0	Freight	Equipment to be despatched by road on freight prepaid and on door delivery basis. Lumpsum Freight Charges to be indicated in the price bid . This shall be paid against submission of original money receipt from the transporter and limited to the freight charges indicated in the price bid.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
5.0	Terms of Payment For Supply			

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
5.1	Against Despatches	Eighty percent (80%) of equipment price +100% taxes + 100% Freight charges as per the agreed Billing Schedule, shall be released upon despatch of equipment from manufacturers works , on production of invoices and satisfactory evidence of shipment along with despatch documents as stipulated in PO and clearance issued by BHEL,within 30 days after receipt of commercially correct documents as per detailed Purchase Order. For Claiming the freight charges vendor to submit the Money receipt from transporter. Freight charges payable shall be limited to the value indicated in the P.O.	1. If asked for immediate on despatch - loading shall be 2% of the basic material value.	
5.2	Against MRC	Ten percent (10 %) of equipment price shall be released on receipt of materials at site, physical verification and certification (MRC) by BHEL.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
5.3	Against Commissioning	Five percent (5%) of equipment price shall be released on successful commissioning of the package and certified by BHEL	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
5.3	Against Guarantee Test & Final Acceptance by customer	Five percent (5 %) of the equipment price shall be released upon successful completion of Guarantee test and issuance of Acceptance certificate by HNPCL. In case the final acceptance by customer is delayed beyond schedule FAC Date (End'Sep'13), this amount can be claimed against BG for equivalent amount based on mutual agreed BG validity period.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
6.0	Delivery Schedule	Delivery shall be 8 to 12 Weeks from the date of Drawing approval and manufacturing clearance. For meeting this delivery schedule Vendor has to submit the drawing progressively 15 days from the date of LOI. Corresponding Drawing approvals will be given within 2 weeks from the date of drawing submission.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
7.0	Liquidated Damages for:			

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
7.1	Supply	Liquidated Damages (LD) for delay in supplies is leviable @0.5% per week or part thereof on prorata basis limiting to 5 % of the total supply order Value. Date of inspection call along with Internal Test Certificate will be taken as delivery date for LD purpose, provided the material is found ready and acceptable during inspection.	If not agreed for this clause - Loading shall be 5% of the basic material value.	
7.2	Performance Bank Guarantee	Supplier/Vendor to furnish unconditional Bank guarantees for 10% of the total order value (Supply + E&C) to be submitted within 10 Days from the date of LOI. PBG kept valid upto the guarantee period with a claim period of 3 Months more than the guarantee period of all the equipment and services covered under the scope.	If not agreed for this clause - Loading shall be 10% of the basic material value. For part BG part loading will be done. No corporate guarantee is acceptable.	
Note: a) The BGs submitted shall be strictly as per the prescribed format of BHEL Enclosed. b) BGs of PSU Banks in addition to consortium banks are only acceptable (List of Consortium banks enclosed). c) BGs to be submitted directly by the issuing bank to AGM/MM/BG-II under Registered Post (A/D).			NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
8.0	Inspection	By Customer/ Consultant / BHEL/ Third party as the case may be. Vendor to give minimum of 15 days notice for inspection along with internal test certificates. In case the items are not found ready after the inspection call , then such items inspection calls will be null & void.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
9.0	Guarantee	24 Months from the date of dispatch or 12 Months from the date of commissioning whichever is earlier.	If not agreed for the stipulated guarantee period in the enquiry - loading shall be 0.5% of the basic material value per month for the difference in period	
10.0	Defect Liability & Latent defect liability	Defect Liability Period Shall be Twelve (12) months from Commissioning The Supplier/ Vendor's liability for defects Guarantee shall be limited to a period of Two (2) years from the end of Defect liability Period.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
11.0	Insurance	Insurance coverage for the above project is by BHEL. However successful vendor should fully support BHEL to realise their claims in case of any type of damage, theft, loss etc by submitting documents, co-ordination with insurance surveyor, lodging of FIR and complying to all procedures for realisation of claims from insurance.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
12.0	Drawing Submission & Approval	Drawings shall be submitted by the Suppliers/Vendors within the time schedule indicated in Clause 6.0 above and BHEL shall obtain the approval. For obtaining drawing approval from customer/consultant, vendor shall depute their concerned engineers for clarifications/discussions.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
13.0	Validity of the offer	90 Days from the date of technical bid opening.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
14.0	Risk Purchase	In case of default/late delivery, purchaser reserves the right to make alternate arrangement/procurement at suppliers risk and cost.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
15.0	Arbitration	Subject to Bangalore Jurisdiction only based on Indian Arbitration Act 1996.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
16.0	Income Tax Deductions	As per the prevailing rules.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
17.0	Approval of Sub-vendors	The supplier shall furnish the list of reputed sub-vendors for approval, along with the Techno-Commercial Bid. However approval of sub vendor shall be subject to clearance from M/s HNPCL.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
18.0	Quantity Variation	Since Enquiry is called for total package , any quantity variation for completion of the package shall be to bidders account without any additional cost to BHEL.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
19.0	Consignee Address	Will be intimated after order placement.		

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
20.0	Reverse Auction	BHEL reserves the right to go for Reverse Auction instead of opening the submitted sealed bid, which will be decided after technical evaluation. In case the reverse auction couldnot be completed due to any reasons, 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 lead to rejection of offer.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
21.0	ECS Payment	Payment will be made by e-payment only and for which the vendors are to provide the information in the EFT format which will be given to successful bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
22.0	Other terms and conditions	This tender is governed by the above Terms and Conditions.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
23.0	Bills Submission	1) All your invoices against our order are required to be sent in a sealed envelope addressed to BHEL-ISG VENDOR BILLS BOX, BHEL INDUSTRIAL SYSTEMS GROUP, OPP ISc, PROF.C.N.R. RAO CIRCLE, MALLESWARAM, BANGALORE - 560 012.The envelope shall be super-scribed with Project Name/PO.No/W.O No and the bill/Invoice Numbers & Contact person. 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 office.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
Note:				
A	Requested to vendors to give their confirmation/acceptance without any deviations to consider their offer. Bids with deviations is liable for rejection and decesion of BHEL will be final in this regard.			
B	All the coloumns of the above format should be filled and any coloumn left blank will be treated as accepted/included.			
C	Un Priced bid to be enclosed with techno-commercial bid. Respective price coloumn to be filled with "quoted" and any coloumn left blank will deem to have been included.			

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
1.0	Price Basis for E & C	Firm till completion of the Project. WCT to be included in price if applicable. Service tax along with cess to be indicated separately and will be reimbursed at actuals. TDS shall be made for IT as per the act.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
2.0	Receipt of material from stores, loading, transportation to erection site, Unloading, Storage of materials at site, Security of the same round the clock.	Is to be included in the scope of the bidder. Necessary manpower, tools, material handling equipment etc for carrying out these activities will be made available at site by the bidder from the date of opening of site office until closure of the project. <u>No separate payment term is allowed for this activity</u>	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
3.0	All consumables required for the erection, testing and commissioning	Is to be included in the scope of the bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
4.0	All material handling equipments like crane, fork lifter, scuff holding, tripods and any other for successful completion of the job.	Is to be included in the scope of the bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
5.0	Providing tarpaulins & covering materials as required for protection of materials at temporary storage place.	Is to be included in the scope of the bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
6.0	Labour license	By the bidder. Bidder should have valid license to work in Bokaro Steel Plant in State of Jharkand, if not the same should be produced within one month on award of the contract.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
7.0	Insurance	By the bidder for his workers, tools & tackles, workmen compensation insurance. Bidder shall also take third party insurance liability @ Rs. 2 Lakhs per occurrence upto maximum of Rs.10 Lakhs.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
8.0	Labour Laws	Bidder should follow all the labour laws as applicable at the place of work in Andhra State including payment of minimum wages fixed by Government of Andhra Pradesh	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
9.0	Validity of the offer	90 Days from the date of the technical bid opening.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
10.0	Any levy, Taxes, as applicable for the Project	By the Vendor. However any revision in Levies after LOI shall be reimbursed to vendor as per actuals.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
11.0	Contract schedule for E&C	Erection of equipment shall commence on availability of fronts at site as notified by BHEL site engineer and Erection and commissioning of the package shall be completed within 16 weeks from the date of front availability. - Vendor shall prepare detailed E&C schedule to match the above Schedule which will be mutually discussed and approved. In case of non-compliance to agreed schedules / milestones, then it would be presumed that vendor / contractor is not fulfilling contractual obligations. BHEL reserves the right to take suitable action like operating "Risk & cost clause". In case the work gets delayed and scheduled completion gets extended due to reasons not attributable to the contractor, time extension will be granted by BHEL without any price implication. In any case, no compensation will be payable.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
12.0	Round-the-clock Security for the stores, temporary storage place & for the erected equipments till handing over to customer. (By a reputed agency)	In the scope of the bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
13.0	Against any theft or loss of materials from the stores or from the erected equipments – coordination with local police authorities lodging the FIR & obtaining the receipt for the same. Coordination with the Insurance agencies also.	In the scope of the bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
14.0	Performance Bank Guarantee	As per clause 7.2 of Commercial Terms & Conditions for Supply.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
15.0	Income Tax Deductions	As per the prevailing rules. BHEL shall provide TDS certificate.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
16.0	Liquidated Damages for E&C	Liquidated Damages for delay in completion of the Erection & Commissioning as per schedule mentioned in Sl. No.11 above shall be leviable @ 0.5% per week or part there of on prorata basis limited to 5% of total E&C Order value.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
17.0	Experience list for such jobs carried out for the last 3 years with supporting documents	To be furnished by the bidder along with the Technical Bid	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
18.0	List of cranes, tools, tackles, including the erection, alignment, like dumpy level, theodolite and special tools & tackles.	These items as necessary for completion of Erection & Commissioning shall be in the scope of vendor. Vendor to furnish the list of these items along with the Technical Bid	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
19.0	Proposed organization chart for E&C activities including Engineers, supervisors, welders, rigger, fitters, skilled & unskilled work force planned for the execution of the job and no. of years experience. Welders certificate may be enclosed.	To be furnished by the bidder along with the Technical Bid	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
20.0	Terms of Payment for Erection & Commissioning			
20.1	Progressive Payment	Ninety percent (90%) of E&C contract price + 100% taxes as per the agreed Billing Schedule shall be released upon installation services progressively based on the certification by BHEL and submission of RAB along with proof of wages paid, ESI, EPF etc.,duly certified by BHEL Engineer.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
20.2	Against Successful Commissioning	Five percent (5%) of E&C contract price as per the agreed Billing Schedule shall be released on successful commissioning of the package and certification by BHEL.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
20.3	Against Completion of Performance Guarantee Test & Final Acceptance by Customer	Five percent (5%) of E&C contract price as per the agreed Billing Schedule shall be released on successful completion of Performance Guarantee test for the power plant as per the agreed procedure and certification by BHEL. In case the final acceptance by customer is delayed beyond schedule FAC Date (End'Sep'13), this amount can be claimed against BG for equivalent amount based on mutual agreed BG validity period.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
Package_Ventillation_AC_System				Signature Stamp of the Bidder

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
21.0	Guarantee	12 Months from the date of commissioning of the Package	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
22.0	Defect Liability & Latent defect liability	Defect Liability Period Shall be Twelve (12) months from Commissioning. The Supplier/ Vendor's liability for latent defetcs Guarantee shall be limited to a period of Two (2) years from the end of Defect liability Period.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
23.0	Risk & Cost	As per the risk & cost policy, if bidder fails to render the services, cranes tools and tackles or failed to carryout the job as specified under their scope and as per L2 network, BHEL will get the job done at the risk & cost of the Contractor. The actual cost incurred for such jobs along with the Departmental charges @ 15% will be recovered from the Contractor bills.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
24.0	Arbitration	Subject to Bangalore Jurisdiction only based on Indian Arbitration Act 1996.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
25.0	Approval of sub-contractors	As per clause 17 of Commercial Terms & Conditions for Supply.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
26.0	Quantity Variation	As per clause 18 of Commercial Terms & Conditions for Supply.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
27.0	Reverse Auction	As per clause 20 of Commercial Terms & Conditions for Supply.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
28.0	ECS Payment	As per clause 21 of Commercial Terms & Conditions for Supply.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
29.0	All other terms & conditions	This tender is governed by the above Terms and Conditions.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
30.0	Supply of cable accessories, fabrication items as per tender documents	By the bidder	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
31.0	Electrical inspectors /Statutory authorities clearance	Providing necessary documents & supports for obtaining Electrical inspectors /Statutory authorities clearance for the equipments under this package shall be in the scope of bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
32.0	Accommodation, Transport and communication for the work force engaged by the contractor.	By the bidder	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
33.0	Bills Submission	1) All your invoices against our order are required to be sent in a sealed envelope addressed to BHEL-ISG VENDOR BILLS BOX, BHEL INDUSTRIAL SYSTEMS GROUP, OPP IISc, PROF.C.N.R. RAO CIRCLE, MALLESWARAM, BANGALORE - 560 012. The envelope shall be super-scribed with Project Name/PO.No/W.O No and the bill/Invoice Numbers & Contact person. 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 office.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
	Note:			
A	Requested to vendors to give their confirmation/acceptance without any deviations to consider their offer. Bids with deviations is liable for rejection and decision of BHEL will be final in this regard.			

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
B		All the columns of the above format should be filled and any column left blank will be treated as accepted/included.		
C		Un Priced bid to be enclosed with techno-commercial bid. Respective price column to be filled with "quoted" and any column left blank will deem to have been included.		

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

ANNEXURE - 6

PRICE FORMAT NO : IS-1-10-2000/VENTILATION & AIR CONDITIONING SYSTEMS		(REV 00)	
ENQUIRY NO.77/12/6269/BDS		DATE : 27.12.2012	
PROJECT – HNPCL – 2 X 520 MW T.P.P, COAL HANDLING PLANT			
DESIGN, ENGINEERING, MANUFACTURE, SUPPLY, ERECTION & COMMISSIONING OF VENTILATION & AC SYSTEMS			
SL. NO.	DESCRIPTION	QTY	TOTAL PRICE (In Rs.)
			ALL INCLUSIVE "FOR SITE PRICE"
			In Words
			In Figures
A	MAIN SUPPLY		
1	Ventilation system including design, engineering, supply and exhaust fans, louvers, filters, duct work, motors, control panels, all the related electrics, etc as specified in the enquiry spec for WT tunnels, conveyor tunnels, track hopper, MCC rooms, AHP compressor house, AHP vacuum pump house, batter charger rooms, toilets etc for smooth & trouble free operation of CHP as specified in the enquiry spec and annexure-1	1 LOT	
2	Split type AC for rooms in locations specified in the enq spec and annexure-1	1 LOT	
3	Supply of mandatory spares for Ventilation system	1 Lot (as listed in Ann- 7)	
4	Tools and tackles for maintenance with optional price.	1 Lot	
	Sub Total Price of A		
A1	Bidders to indicate here below the rate & amount of Various Taxes Duties & Freight included in A above as considered .		Rate (%)
1	EXCISE DUTY Exempted as this is Mega Project . PAC & Mega Project Certificate will be issued by BHEL, vendor to avail this benefit.		Amount (in Rs.)
			Nil
2	CST /VAT (CST/VAT on our Bought out items included in respective prices)		Nil
3	Any other Taxes (please specify)		
4	FREIGHT (Including Service Tax)		

ANNEXURE - 6

PRICE FORMAT NO : IS-1-10-2000/Ventilation and AC systems

ENQUIRY NO. 77/12/6269/BDS

(REV 00)
DATE :27.12.2012

SL. NO.	DESCRIPTION	QTY.	TOTAL PRICE (In Rs.) ALL INCLUSIVE "FOR SITE PRICE"	
			In Words	In Figures
B	ERECTION, TESTING, COMMISSIONING & PG TEST			
	Receipt of material from stores, transportation to erection site, unloading of materials at respective erection site, providing security for the erected items, Erection ,Testing, Commissioning including commissioning spares & consumables as required for successful commissioning, PG Test and handing over including making all arrangement for construction power and water from terminal point:			
1	Ventilation system for all the locations and buildings as specified in enquiry specification, annexure-1 and above activities	1 LOT		
2	Split type AC for rooms in locations specified in the enquiry specification, annexure-1 and above activities	1 LOT		
	Sub Total Price of B			
B1	Bidders to indicate here below the rate & amount of Various Taxes included in B above as considered .		Rate (%)	Amount (in Rs.)
1	WCT			
2	Service Tax			
3	Any other Taxes (Please specify)			
C	Grand Total (A+B)			

ANNEXURE - 6

Sl.	NOTE :
No	ENQUIRY NO.
1	Above quoted price includes Design, Engineering, Manufacturing, Supply, Receipt of materials from stores, transportation to respective erection site, providing security for the erected items, Erection & Commissioning including supply of required commissioning spares and consumable, Handing over & Demonstration of Performance Guarantee and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the specifications.
2	Above quoted price is inclusive of all the equipments & items, accessories, hardware, foundation Bolts, Gaskets, Couplings, grouting materials, painting, shims etc. including all electrical & instrumentation, items required for completing the system, other than specifically mentioned under exclusions.
3	Above quoted price is inclusive for the supply of all consumable, flushing oil, first fill and taping oil till completion of PG test.
4	All Electrics, C& I, (Except BHEL supply as specified separately) which is required for completion of Ventilation & AC systems in totality shall be in bidder's scope of supply & work.
5	Price to be indicated in Price format (Rev-00) only & it should be sent in sealed envelope to MM deptt. Unpriced price format duly signed to be sent to Project Engineering and MM Deptt. by Fax/E-mail confirming that Price bid as per Price Format for all items and Taxes and Duties etc.
6	"FOR SITE PRICE" price shall include all taxes ,duties and freight charges.
7	Incase of discrepancy between ' Price in figures' and 'Price in words' in this price format, the price entered in words shall prevail and shall be taken for tender evaluation and finalisation of the award of work.
8	This tender is being floated to award the scope of work on turn key basis as per specifications and notes as in this price format .
9	Item/Equipment mentioned in the tender is indicative only. Any additional items which are not specified in the tender, but required for completion of Ventilation and AC system of coal handling plant as per Technical specification, offer and as agreed in various Minutes, letters are deemed included and shall be supplied by the bidder
10	Title of Property will pass on to the purchaser on Ex-Works Basis.
11	Mandatory spares, tools & tackles for maintenance mentioned in this price format is optional, but its price will be considered for deciding L1. L1 STATUS WILL BE DECIDED BASED ON GRAND TOTAL [C]
	<p data-bbox="152 995 255 1054">PLACE : DATE :</p> <p data-bbox="1653 1129 2130 1189" style="text-align: right;">(Signature & name of authorized person Of the bidder with company seal)</p>

(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 :

1

2

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