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BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM, HYDERABAD – 32
(A GOVERNMENT OF INDIA UNDERTAKING)

PURCHASE DEPARTMENT (CG)

TENDER SCHEDULE

TENDER NO: : M2/11/6000001493/PGK

DESCRIPTION : 4 – ROLL PLATE BENDING MACHINE,100MMX3000MM

QUANTITY : 1 NO. (Including E&C)

DELIVERY SCHEDULE FROM THE DATE OF PURCHASE ORDER

NOTE EARLIER THAN : 3 MONTHS

NOTLATER THAN : 10 MONTHS

GRACE DELIVERY PERIOD WITH LOADING FACTOR : 3 MONTHS

LAST DATE FOR SALE OF DOCUMENTS : 04.04.2012

DUE DATE : 05.04.2012

COST OF TENDER DOCUMENTS : Rs. 15000.00

NOTES :

- 1.INFORMATIVE GENERAL GUIDELINES AND DO'S & DO NOT'S ARE AS PER THE ANNEXURE –A
- 2.FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT /PBG IS AT ANNEXURE –B
- 3.LIST OF BHEL COSORTIUM BANKS IS AT ANNEXURE -C

FORWARDED TO:

Important General Instructions :

1. Please read the instructions CAREFULLY.
2. BHEL **strongly believes** / prefers to **deal directly** with **OEM Vendors**. In the event prospective vendor desires to avail the services of Indian Agent, then the principal should ensure the compliance of regulatory guidelines. Refer annexure: AGENT.
3. As BHEL has entered into an “Integrity Pact’ with Transparency International Limited (TIL) and the Central Vigilance Commission (CVC; India’s highest regulatory authority) to ensure complete transparency we have adopted open tender through Reverse Auction (RA) as procurement policy. Considering our past experience and positive fallouts to both buyer & bidder, **we encourage our prospective bidders to accept RA.** [NOTE: BHEL reserves the right to commercially disqualify a vendor, if they refuse to accept RA] For clarification of further doubts on RA we request you to approach us (see email for correspondence) or our service providers, who are willing to clarify all your genuine concerns.
4. BHEL encourages prospective vendors to download the tender documents directly from the web as it is simple and time effective.
5. Please submit your offer well in time without SEEKING time extensions. As this expansion project in a tight schedule (with monitoring by the ministry), tender due extensions will be an EXCEPTION & not a norm. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue.
6. For any clarifications on the specifications or tender please email to pgkmurthy@bhelhyd.co.in
7. Please accept BHEL commercial terms. In the event they are not acceptable please note that LOADING factors will be included in your price while finalizing tender priorities.

Important Instructions while preparing the techno commercial offer:

1. Please note that open tender is a two part enquiry and the techno commercial offer will be evaluated first.
2. Please note that Pre Qualification criteria are the most important clause in the specification cum compliance certification. Ensure that all details as sought in the said clause are given along with documentary proof wherever required. NOTE: BHEL will make independent verification with the information given under this clause.
3. **Please forward a copy of Business Information Report incorporating the rating by an international credit rating agencies like DUN and Bradstreet or Credit Reform , which is a requirement under clause 20 of BHEL standard Terms and conditions for procurement of Capital Goods**
4. Please give Page numbers to your offer and the covering letter is duly signed.
5. Please DO NOT give PRICE DETAILS in the techno commercial offer, as the offer will be SUMMARILY REJECTED.
6. Please ensure that commercial terms are given in the format given by BHEL. Please do not make any changes in the format, but only give your offers in the “Supplier confirmation” column. Any remarks are to be given in “Deviations” column only.

Annexure AGENT:

BHEL **strongly believes** /prefers to **deal directly** with **OEM Vendors**. In the event prospective vendor desires to avail the services of Indian agent, then the principal should ensure the compliance of regulatory guidelines, which require mandatory submission of

Forward a copy of the agreement between principal and agent. (NOTE: In the absence of this agreement Indian Agent status can not be accorded and the foreign vendor has to deal directly with BHEL).

Such agreement SHOULD fulfill the following:

1. Agreement should be in place well before the enquiry date.
2. It should clearly stipulate the services that are rendered and commercial consideration between them.
3. It is the responsibility of principal to ensure that your Indian Agent is not representing any other Original Equipment Manufacturer (OEM) in this Tender i.e (Equipment) and to this extent they have to forward an undertaking. This is required because at any stage, if it is found, that your Indian Agent is employee of a banned agency or an employee of banned agent or representing more than one OEM in the same tender then your offer will be disqualified.
4. Indian Agent will be paid in INR.

The above listed requirements are only indicative and any other conditions stipulated by regulatory agency will be sought while finalizing the tender. Only after meeting all the above requirement your Indian Agent will be recognised by BHEL. Or else it is not possible to accept any agent as your representative. And Correspondence will be directly held with you as far as this tender is concerned.

DO's & DON'T's (INDICATIVE LIST only)

Dos

1.	Dos	Consequence of non compliance
2.	Ensure that tender cost is submitted along with offer	Offer will be summarily rejected without notice.
3.	Sign on the covering letter	Offer will be treated as invalid and rejected
4.	Adopt the format given in the tender document for specification and commercial terms	It will delay evaluation of tender and leads to a lot of avoidable correspondence
5.	Reference details, wherever sought, are to be given	This is very important for pre-qualification clause of the specification
6.	Adopt the format of Technical specification cum Compliance Certificate given in the tender documents	May lead to wrong capture of document details
7.	Enclose Valid agency agreement copies along with the offer in case the foreign vendor wants to avail their services	Invalid agency agreement will violate regulatory guidelines.
8.	Submit the tender well with in	Request for extension will be given at

	the tender due date	the sole discretion of BHEL.
9.	Accept RA as it gives the vendor to fine tune their price offers	BHEL reserves the right to reject the offer
10.	Accept Standard BHEL commercial terms	Non acceptance will result in invocation of loading factors.
11.	All local vendors have to give statutory levies like ED/CST/VAT / Service tax/ Works contract tax clearly.	In the absence of these details vatable credits, which will have a bearing on tender priorities, will not be considered.
12.	Foreign vendors have to clearly understand the statutory levy clause in the commercial terms and conditions and note that Services rendered in India are subjected to service tax and Tax deduction at source clauses.	If the same is not accepted by vendor, it will included in the landed cost of the vendor.

Dont's

1.	Dont's	Consequence of doing
2.	Please do not give price in techno-commercial offer when the tender is a two part bid	It will undermine bidders competitive position and also effects transparency.
3.	Don't enter into transient agreements with Indian agents	Such agreements are invalid as per regulatory guidelines.
4.	While healthy comparative evaluation emphasizing the strengths of your product over other products available in market is acceptable, don't evaluate the technical offers of your competitor in an accusatory tone.	Such correspondence will be perceived as litigious in nature and can be perceived as hindering the tender evaluation process.
5.	Don't give price of main equipment under optional items head, except when specifically asked in the specification.	Optional items will not be considered for tender priority evaluation.

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF VALUE OF Rs.100/-)

**PERFORMANCE BANK GUARANTEE/
SECURITY DEPOSIT**

B.G.No. _____

Date. _____

This Deed of Guarantee made this the _____ day of _____ , Two thousand _____ between M/s. _____ (Bank) _____

_____ 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 M/s. 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 Ramachandrapuram, Hyderabad – 502 032 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. _____ (hereinafter referred to as the Contractor/Supplier) have entered into a Contract Bearing No. _____, dated _____ (hereinafter referred to as "the Contract") for the 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 or Bank Guarantee in lieu thereof 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.

(Full Signature of the
Executant with seal)

B.G.No. _____

Date. _____

NOW THIS DEED WITNESSES AS FOLLOWS

This Guarantor 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 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 been occurred or has been committed by 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 to the extent of 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 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 Guarantor 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 Contractor/ Supplier and either to enforce or forbear from enforcing any of the terms and conditions governing the Contract or securities available to the Company and the Guarantor shall not be released from its liability under those presents by any exercise by the Company of the liberty with

(Full Signature of the
Executant with seal)

B.G.No. _____

Date. _____

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 Contractor/Supplier or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision has the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect from _____ to _____ i.e. the period that would be taken for the performance of the Contract and its claims satisfied or discharged and till the Company 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 _____ (Date) unless a notice of the claim under this Guarantee has been served on the Guarantor within _____ months from 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 undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agree that any liquidation or winding up or insolvency 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/Supplier before proceeding against the Guarantor and the Guarantees 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 unrealised.

(Full Signature of the
Executant with seal)

B.G.No. _____

Date. _____

7. The Guarantor hereby declare 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 granted to him by the proper authorities of the Guarantor.

8. Notwithstanding anything contained herein before the Guarantee is restricted to Rs. _____ (Rupees _____ only) and shall remain in force from _____ to _____ with a claim period of _____ months thereafter.

9. IN WITNESS WHERE OF THE _____ (Bank) hereunto set and subscribed its hands the day, month and year first above written.

SIGNATURE FOR AND ON BEHALF
OF THE BANK WITH SEAL

WITNESSES:

(1)

(2)

(Not to be typed on Bank Guarantee).

1. The Bank Guarantee should be from a Nationalised Bank.
2. The Bank Guarantee has to be directly sent by the Banker to BHEL with a covering letter.
3. Date of execution of B.G. should be after the date of purchase of the Non Judicial Stamp paper
4. Bank Guarantees executed in foreign countries must be confirmed by an Indian Bank or Indian Embassy /Consulate in that country and should be registered in India by affixing requisite non-judicial stamp.

LIST OF CONSORTIUM BANKS:

1. State Bank of India
2. ABN Amro Bank N.V.
3. Bank of Baroda
4. Canara Bank
5. Citi Bank N.A.
6. Corporation Bank
7. Deutsche Bank
8. HDFC Bank Ltd.,
9. The Hongkong and Shanghai Banking Corporation Ltd.
- 10, ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank
13. Standard Chartered Bank
14. State Bank of Travancore
15. State Bank of Hyderabad
16. Syndicate Bank.