



Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

CAPITAL EQUIPMENT/ MATERIALS MANAGEMENT

An ISO 9001
Company

ENQUIRY	Phone: +91 431 257 7938 Fax : +91 431 252 0031 Email : tvenkat@bheltry.co.in Web : www.bhel.com
NOTICE INVITING TENDER	

TWO PART BID	Enquiry Number:	Enquiry Date:	Due date for submission of quotation:
Tender to be submitted in two parts.	2631300017	28.05.13	28.06.13

You are requested to quote the Enquiry number, date and due date in all your correspondences. This is only a request for quotation and not an order.

Please note that under any circumstances both delayed offer and late offers will not be considered. Hence vendors are requested to ensure that the offer is reaching physically our office before 14.00 hrs on the Date of tender opening.

Item	Description	Quantity	Delivery (Item required at BHEL on)
10	Digital Ultrasonic Flaw Detectors with Transducers	1 No.	30.12.13

as per the technical specification, BHEL commercial terms & conditions applicable (to be downloaded from web site www.bhel.com or <http://tenders.gov.in>).

Important points to be taken care during submission of offer

1. Checklist to be duly filled and enclosed along with your offer, failing which the offer will not be considered for evaluation.
2. Subsequent to the hosting of this Enquiry, any corrigendum to the Enquiry that may be hosted in the BHEL Web-site as well as Government Tenders-portal shall be viewed by the vendors regularly to know the details of corrigendum. In case if any vendor without seeing the corrigendum quoted as per original Enquiry and intimate that they have wrongly quoted will not be considered and rejected. However as per the appropriate Policy of BHEL action will be taken on them in this regard.

BHEL's General guidelines / instructions including bank guarantee formats and list of consortium banks, commercial terms check-list can be downloaded from BHEL web site <http://www.bhel.com> or from the Government tender website <http://tenders.gov.in> (public sector units) Bharat Heavy Electricals Limited page) under Enquiry reference "2631300017".

Tenders should reach us before 14:00 hours on the due date
Tenders will be opened at 14:30 hours on the due date
Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

SM / MM / Capital Equipment

PART B

TECHNICAL SPECIFICATIONS DIGITAL ULTRASONIC FLAW DETECTOR

QTY= 1 NO.

S. No.	Particulars	BHEL SPECIFICATIONS	Bidder's OFFER [With Complete Technical Details]
1.0	Area of Application	Digital Ultrasonic Flaw detector used for Testing of materials and welded structures made of Steel.	
2.0	Principle of operation	The UT Flaw Detector works on the principle of Reflection of Ultrasounds at Interfaces of varying acoustic impedance. By using Piezoelectric Transducers, which can convert electric signals to ultrasonic vibrations, Ultrasound is sent to the test objects and the reflected Ultrasonic energy from the defects is converted back to electric signals, which in turn are displayed on the CRT.	
3.0	Design base	Compliant to EN 12668-1, IEC 60068-2-27, IEC-60068-2-6.,	
4.0	Pulse	Spike or Tunable Square wave pulse. The pulse is to be electronically controlled on both rising and falling edges to maximize probe performance and increasing near surface resolution.	
4.1	Pulse repetition frequency 'Transmitter-pulse rise time	10 Hz to 2000 Hz.(Supplier to specify) <10ns with selectable high or low	
4.2	Energy Settings	Supplier to specify	
4.3	Pulse width	Adjustable from 30 to 500 ns (0.1MHz)	

4.4	Damping	50 to 500 Ohms	
5.0	Receiver		
5.1	Gain	0 to 100 dB with 0.5,1,2,6,12,20dB step and user defined gain step adjustments and presets above function keys	
5.2	Total instrument Bandwidth	0.5 to 25 MHz	
5.3	Digital Filter settings	User selectable narrow band and broad band filter options to be provided to optimize receiver performance	
5.4	Rectification	Full wave, Positive half wave, Negative Half wave, RF	
5.5	System linearity	Horizontal, Vertical, and Amplifier shall meet the requirements of ASME Section V	
5.6	Reject	0 to 100% full screen height(Supplier to specify).	
6.0	Measurement		
6.1	Types	Thickness, Sound path, Projection, Depth, Amplitude, Time of flight for both Gates.	
6.2	Echo to Echo	Standard	
6.3	DAC / TVG Standard	Up to 15 points captured, ASME Section I, Section III, 100 dB dynamic Range, full gain, range and delay adjustments during set up, view switchable between DAC / TVG	
6.4	CUSTOM DAC	With Multiple DAC curves	

6.5	DGS Probe Data	For time varied gain applications. DGS set ups to be built from DGS / AVG diagram with standard probe data and user defined probe data. Defect size evaluation to be performed with predefined probe settings. Defect size to be directly displayed. Data sheet for each probe giving all technical details shall be furnished here with..	
6.6	Amplitude measurement	0 to 100% full screen height with 0.25% resolution.	
6.7	Curved Surface correction	For Angle measurements.	
6.8	X-Value correction	Beam index point to front of transducer	
7.0	Gates	Two fully independent Gates for Echo Height and Time of flight.	
7.1	Gate start	Variable over entire display range	
7.2	Gate width	Variable from Gate start to end of displayed range.	
7.3	Gate height	Variable from 2 to 95% full screen height	
7.4	Alarms	Positive and Negative thresholds: Minimum Depth on Gate1 and Gate2.	
8.0	Display TFT/LCD	"A" scan display (Rectified as well as RF mode) and. Color Liquid Crystal Display, user defined, user selectable colour schemes and brightness, and split screen and full screen modes. Auto freeze facility. Supplier shall specify display mode.	
8.1	Base line break mode	All zero cross points on the RF wave form shall be shown as zero points in full wave mode.	
8.2	Amplitude Grid mode	100% Amplitude display	

8.3	Time base grid modes	Standard 0 to 10 major divisions, each having five equal minor divisions.	
9.0	Instrument Input / Output		
9.1	USB Client port	For communication with PC/DATA CABLES/FLASH DRIVE/MOUSE	
9.2	SD - CARD	SD card connector for easy data Archival.	
9.3	LEMO Hardware I / O (optional)	Alarm outputs, Trigger In / Out	
9.4	Data Storage	2GB with SB card. Supplier to specify the size of data files and also how many data files can be stored. At least 200 A scan data files storage capacity should be available.	
10.0	Calibration	Supplier to specify the calibration set up memory. At least 50 different calibration setups should be stored & recalled..	
10.1	Automated distance Calibration	For velocity and zero offset	
10.2	Test modes	Pulse echo, Dual or through transmission	
10.3	Units	Millimeters, Inches .	
10.4	Range	5 mm to 5000 mm (Steel).	
10.5	Velocity	1000 to 10000 m/s.	
10.6	Zero offset	Supplier to specify the details	
10.7	Display delay	Supplier to specify the details	
10.8	Refracted angles	10 Degrees to 85 Degrees in 0.1degree resolution	

11.0	Probes and Cables Accessories	<p>1) Longitudinal Probes- a) 2MHz-2 Nos Diameter 24mm b) 4MHz-2 Nos Diameter 10mm 1A) Suitable standard Cables for above probes-8 nos. 2) Shear wave Probes- a) 2 MHz-35⁰-1 No Size- 20x22 mm b) 4MHz-35⁰-1 No Size- 8x9 mm c) 2 MHz-45⁰-2 Nos Size- 20x22 mm d) 4MHz-45⁰-2 Nos Size- 8x9 mm e) 2 MHz-60⁰-2Nos Size- 20x22 mm f) 4MHz-60⁰-2 Nos Size- 8x9 mm g) 2 MHz-70⁰-2 Nos Size- 20x22 mm h) 4MHz-70⁰-2 Nos Size- 8x9 mm 2A) Suitable standard Cables for above probes-28 nos 3) Twin Crystal Probes- a) 2MHz-1 No. Diameter 10mm b) 4MHz-1 No. Diameter 10mm 3A) Suitable Cables for above probes-8 nos</p> <p>Supplier should furnish Data sheet for the probes with the crystal diameter, probe centre frequency, Spectrum ,Roof angle of twin crystal probe, etc, along with technical data sheet as per ASTM E-1065 with Band width of operation for each probe. shall be provided.</p>	
11.1	Cables	Supplier to specify the details, of Power cables, Transducer connector cables etc. Also specify the number of cables required.	
11.2	Calibration Blocks	V1 Steel block (Type-1 and Type-2)AND V2 Steel Block (1 number in each) as per ASME standards and with calibration certificates for each block.	
11.3	Calibration Certificate and Test Certificate	Supplier shall supply these certificates along with the equipment.	
12.0	Software Options	Digital ultrasonic flaw detector shall have DAC, DGS / AVG,	

13.0	General features:		
13.1	Weight	Shall be less than 5 kgs.	
13.2	Transducer connections	Lemo type connections (equipment side and Transducer side)	
13.3	Battery	Lithium ion, Nickel Metal Hydride, and Alkaline C-Cells. The system shall have the provision for Internal rechargeable battery with charger adapter. The battery after charging should work for minimum 5 hours before recharging.	
13.4	Power requirement	AC – mains, 200 – 240V (50Hz)	
13.5	Environmental ratings	Temperature: 5 to 55 degree C Humidity: RH 20 - 80%	

14.0	Scope of Supply	<p>1) Digital Ultrasonic Flaw Detector with Battery meeting BHEL specification.(with Software Options as clause 12.0)- 1No.</p> <p>2) Probes as per clause 11.0 (along with Probe data sheet for each.)</p> <p>3) Cables as per Clause 11.1</p> <p>4) Calibration blocks as per Clause 11.2</p> <p>5) Spare Battery as per 13.3 -1No.</p> <p>6) Battery charger -1No. for Each Equipment.</p> <p>7) Calibration & Test Certificates as per Clause 11.3</p> <p>8) Service tool kit</p> <p>9) Optional / Compulsory Accessories</p> <p>10) Installation, Commissioning & Performance Prove-Out and Training on Operation, Trouble Shooting & Maintenance</p> <p>11) Operation and Maintenance manuals</p>	
15.0	Inspection	<p>The system and accessories (consisting of the items in the scope of supply) shall be offered for Inspection by BHEL and Performance Prove-Out, trials will be conducted at our works for acceptance and commissioning.</p>	
16.0	Installation and commissioning	<p>The system and accessories (consisting of the items mentioned) is to be installed & commissioned at BHEL Works, FREE OF COST, by the Service Engineer of the SUPPLIER.</p>	

17.0	Documentation in ENGLISH Language	3 Copies (In English) of the Operation & Maintenance Manuals containing Electric Schematics, Circuit Diagrams, Drawings, Trouble Shooting Charts, Mechanical Sub-Assemblies, Rating of Bought-Out Items, etc. shall be supplied, at the time of inspection by BHEL Engineers. In addition, one SOFT COPY in CD to be supplied.	
18.0	Performance Guarantee	The system and accessories (consisting of the items mentioned in the scope of supply) are to be guaranteed for its performance for a minimum period of one year from the date of performance acceptance at BHEL Works.	
19.0	Service and Spares Support Requirements.	Vendor shall ensure after the guarantee period, through trained service personnel in India for next 5 years as and when need arise. Spares to be made available within the shortest time.	
20.0	Training on Operation & Maintenance	Complete Training for BHEL Engineers is to be given on Operation & Maintenance of the OFFERED equipment at BHEL, after the successful commissioning of the Equipment & Accessories.	
21.0	Annual Maintenance Contract - AMC	The BIDDER has to QUOTE for AMC with detailed scope of work.	
22.0	Safety and Quality Standards	Supplier to ensure that Safety and Quality of system and accessories (consisting of the items mentioned in the scope of supply) shall conform to International Standards. Conformance certificate to be along with the equipment.	


 R.J. Pardikar
 AGM-NDT
R.J. Pardikar
 Additional General Manager
 Non - Destructive Testing
 Bharat Heavy Electricals Ltd.
 Tiruchrappathi - 620 014

PART A

QUALIFYING CRITERIA FOR THE SUPPLY OF DIGITAL ULTRASONIC FLAW DETECTOR.

SECTION – I

The BIDDER / VENDOR has to compulsorily meet the following requirements to get qualified for submitting an offer for the Digital Ultrasonic Flaw Detector.

S. No.	REQUIREMENTS	VENDOR's COMMENTS
1.0	Number of Years of Experience of the BIDDER/ VENDOR in the field of design, manufacture and supply Digital Ultrasonic system. Indicate the actual experience.	
2.0	The BIDDER / VENDOR shall have supplied at least one number of Digital Ultrasonic system. Within the last five years. Indicate the number of equipment (of QUOTED MODEL) sold in India & Other Countries.	
3.0	Reference List of Customers and Performance Certificate for five years as on date of opening tender from CUSTOMERS (minimum ONE Customer) with full contact details of CONTACT PERSON.	
4.0	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.	
5.0	DELIVERY - The bidder shall quote the best possible delivery. However the delivery shall not exceed 3 months with an additional grace period of 1 month. The additional grace period will attract a penalty which is explained in the commercial terms of the enquiry. The delivery period shall be reckoned from date of purchase order to despatch from the vendor works.	

SECTION - II

S. No.	PARTICULARS	VENDOR's RESPONSE
6.0	Number of Years of Experience of the BIDDER/ VENDOR in the field of design, manufacture and supply of 'Digital Ultrasonic Flow Detector'	
7.0	YEAR of LAUNCH of the Model quoted against this ENQUIRY	
8.0	Is there any other model launched after the quoted Model? Otherwise, indicate the likely year in which the next model is likely to be launched	
9.0	Number of Digital Ultrasonic Flow Detectors supplied, installed and commissioned till date, in the QUOTED MODEL	
10.0	Number of Digital Ultrasonic Flow Detectors supplied, installed and commissioned till date for the following category of CUSTOMERS (within INDIA): a) Government Organisations b) Private Sector Companies [Large Scale Industries]	
11.0	Number of Digital Ultrasonic Flow Detectors supplied, installed & commissioned till date in the following Category (around the GLOBE) : a) Universities b) R&D Labs c) Reputed Heavy Engineering Works/Manufacturing firms	
12.0	Details of Design Set-Up and Technology Back-Up assured for the PRINCIPAL Equipment Maker	
13.0	Details on International Standards followed in Design of the System	
14.0	Comprehensive Details on Performance Testing - of the Equipment quoted, to be ensured in presence of BHEL Executives, prior to dispatch from Supplier's Works	
15.0	Details of Quality System followed (Kindly furnish the salient aspects of the QA system followed)	
16.0	Details on SERVICE-after-SALES Set-Up in India including the addresses of Agents/Service Centers in India and Asia	
17.0	Any Additional Data to supplement the manufacturing capability of the BIDDER	

SECTION – III

The BIDDER / VENDOR has to comply with the following, for accepting the Technical Offer for scrutiny by the Purchaser :

S.No.	REQUIREMENTS	VENDOR's COMPLIANCE
18.0	The BIDDER / VENDOR shall submit the offer in TWO PARTS - Technical [with PART A & PART B] & Commercial and Price Bid. The Technical Offer shall be in line with the BHEL Technical Specifications and the Guidelines or Annexure mentioned, wherever applicable.	
19.0	The Offer shall contain a comparative statement of Technical Specifications given by BHEL and the Offer Details submitted by the Bidder, against each clause. A just 'CONFIRMED' or 'COMPLIES' or 'YES' or 'NO-DEVIATION' or similar words in the technical comparative statement may lead to disqualification of the Technical Offer.	
20.0	The BIDDER / VENDOR shall assure a continuous support for SPARES and SERVICE for FIVE Years, from the date of commissioning of the equipment at BHEL Works.	
21.0	The Technical Offer shall be supported by Product Catalogue and Data Sheets in ORIGINAL and complete technical details of 'Bought-Out-Items' with copies of Product Catalogue and Selection Criteria	
22.0	The Commercial Offer (given with the Technical Offer) shall contain the Scope of Supply and the Un-Priced Part of the Price-Bid, for confirmation of Scope of Supply.	
23.0	The reference List of Customers shall be accompanied with the details (Phone Number / E-Mail ID) of the CONTACT PERSON for cross reference by BHEL	


15/05/13

R.J. Pardikar

AGM/NDT

R.J. Pardikar
Additional General Manager
Non - Destructive Testing
Sharat Heavy Electricals Ltd.
Tiruchrappath - 620 014

BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI**CAPITAL EQUIPMENT /MATERIALS MANAGEMENT****CHECK LIST FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY
FOREIGN VENDORS**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part II) or if the vendor does not confirm acceptance to the terms and conditions proposed, the offer is liable for rejection)

(TENDER WITH LC OPTION & REQUIRING EMD,PBG)

Description of the Equipment:**BHEL Tender No. & Date:**

	ENQUIRY TERMS & CONDITIONS	Vendor's Confirmation
1.0 PRICE BID:		
	Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part II. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.	Accepted
	The bidder has to quote charges for 'Supply' and 'Erection & Commissioning' separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL). For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part - I & II in case of Three Part Bid) shall be considered.	
2.0 CURRENCY OF PAYMENT:		
	Foreign vendors to indicate the currency like Euro (€) / US\$ / GBP / JY etc. in the confirmation column. In case the foreign vendor sources some components from India for direct supply to BHEL, the payment for those components shall only be in Indian Rupees	
3.0 VALIDITY:		
	Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.	Accepted
4.0 EARNEST MONEY DEPOSIT (EMD):		
	In Order to ensure that the successful bidder / vendor does not refuse to execute the Order, after award of the same on him, each bidder / vendor will be required to furnish Earnest Money Deposit (EMD) along with their tender. EMD by the Tenderer will be forfeited as per Tender Documents if, after opening the tender, the Tenderer on his own makes variation in his earlier quoted rates or revokes/change any other condition of his tender within the validity period.	Accepted
	EMD is to be submitted in cash (as permissible under Income Tax Act), Pay Order or Demand Draft only. In case of foreign bidders EMD amount shall be submitted through their Indian agent or through e-payment (as per the details given below).	
	Foreign Bidders can remit their EMD amount through SWIFT to BHEL Bank Account and the copy of the SWIFT CONFIRMATION MESSAGE shall be submitted in Part – I sealed envelope. BHEL Bank Details: BENEFICIARY: BHEL ACCOUNT NO: 10891588977 SWIFT: SBININBB190 BANK: STATE BANK OF INDIA BRANCH: HE / KAILASAPURAM PLACE: TRICHIRAPPALLI, INDIA	
4.1 RETURNING OF EMD:		
	EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer. The EMD of successful bidder shall be returned after Order Acknowledgement. EMD shall not carry any interest.	Accepted
4.2	The rate of EMD for this Tender will be (INR) :	40,000/-

5.0	RELEASE OF PURCHASE ORDER:	
	Purchase Orders will be released separately for supply and service portion on the successful vendor.	Accepted
6.0	PAYMENT TERMS:	
	Vendor's are requested choose and confirm one of the following payment terms (i.e. 6.1 or 6.2) and indicate the same against the appropriate row under the Vendor's Confirmation column.	
6.1	THROUGH LETTER OF CREDIT (LC):	
	For SUPPLY P.O. Where the payments are through L/C (LC opening charges will be loaded while comparing the offers), Payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C value shall be made against Final Minutes of Meeting for E&C issued by BHEL. Final Minutes of Meeting for E&C shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc as envisaged in PO. The L/C shall be opened as per following:	
	i. an Irrevocable Unconfirmed L/C will be opened for 80% of the payment towards supply, due on shipment after BHEL receiving the Pre-dispatch Inspection call / intimation of readiness of the ordered items, from the supplier but not earlier than 60 days before the shipment date	
	ii. The above L/C can be negotiated after shipment against submission of B/L or AWB and other documents as mentioned in the Purchase Order. The above L/C will be valid for a maximum period extending 21 days beyond the shipment date for negotiation of documents based on the transit time required.	
	For BALANCE OF SUPPLY P.O. & SERVICE P.O. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid through TT against Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and submission of Performance Bank Guarantee (PBG).	
6.2	DIRECT PAYMENT :	
	For SUPPLY P.O.: 80% payment of Supply P.O. value shall be made within 45 days from the date of receipt of material at BHEL. For BALANCE OF SUPPLY P.O. & SERVICE P.O. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid directly against Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and submission of Performance Bank Guarantee (PBG).	
6.3	Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:	
	If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of Final Minutes of Meeting for E&C for the equipment. However, in any case, payment against dispatch shall not exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: (a) Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount & period of relaxation sought by bidder. (b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT / Enquiry norms, as per the prevailing bank rates.	Accepted

7.0	Value for Erection & Commissioning at BHEL:	
	Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as E&C). E&C is in the scope of supplier , and hence the E&C value should be quoted separately.	
	E&C value should be quoted separately by Bidders. Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment . The bidder, however, can choose to quote the E&C value higher than the below mentioned minimum E&C value (%) and suitably apportion the supply value.	Accepted
	COST OF ERECTION & COMMISSIONING PORTION QUOTED BY VENDOR (%) - (Should be equal to or more than 5%)	
8.0	Taxes & Duties:	
	All Taxes, Duties etc. as required to be paid in the country of export shall be included in the price quoted by the foreign vendor. All duties (like customs duty etc.) payable in India will be paid by BHEL (however, the same would be loaded to the offer during the evaluation process). For the supplies made from India taxes & duties payable shall be clearly mentioned in the offer, failing which such taxes and duties shall have to be borne by the vendor.	Accepted
9.0	Income Tax applicable.	
	Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. The TDS certificate will be issued after 3 months from the date of E&C payment.	Accepted
9.1	Details of valid Indian PERMANENT ACCOUNT NUMBER (PAN) of the company, if registered may be provided in the space given below: (in addition a copy of the PAN CARD shall be attached along with Part II Techno Commercial bid)	
10.0	Delivery terms, delivery period required and evaluation process:	
10.1	Delivery terms: CFR Chennai Seaport / Airport - Incoterms 2010	Accepted
	Basis of Delivery Terms :	
	Price break-up details like FOB price, ocean freight/air freight etc., should be indicated in the offer. The transfer of title of the goods supplied by the vendor takes place in line with INCOTERMS 2010.	Accepted
10.2	Delivery period: Vendor shall comply with this required period.	
	Bidder should quote time period separately for 'Supply' and 'E&C' of equipment.	
	(a) Supply period :- For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (B/L or AWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of drawings etc., should not be linked to the delivery period. (b) E&C period :- Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.	Accepted
	DELIVERY PERIOD (in months) REQUIRED BY BHEL (SUPPLY PORTION)	3
	DELIVERY PERIOD (in months) OFFERED BY VENDOR (SUPPLY PORTION)	
	DELIVERY PERIOD (in months) OFFERED BY VENDOR (E & C PORTION)	
	However, while evaluating the offers, those offers which are not conforming the requested delivery period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
	BHEL reserves the right to accept an offer not meeting the NIT / Enquiry delivery. However based on the requirement, the Technically Suitable offerers would be requested to reduce their offered delivery schedule and in case if it is not meeting BHEL requirement or maximum limit considered by the Technical Committee, the offer may become liable for rejection.	Accepted

11.0	PERFORMANCE BANK GUARANTEE:	
	The vendor shall submit a Performance Bank Guarantee (PBG) for 10% of the Purchase Order value in the format enclosed covering the agreed Guarantee period (with additional 2 months as claim period).	Accepted
	PBG shall be issued exactly as per the BHEL Format attached with this Tender (without any deviation) by any one of the Consortium Banks of BHEL (List Enclosed) or from a reputed Bank and confirmed by any Consortium Bank of BHEL.	
	All bank charges incurred in India and outside India on account of issuance of PBG will have to be borne by the foreign vendor.	
	1) It should be typed in the INR 100 value of stamp paper.	Accepted
	(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.	
	(3) It should be submitted with bank covering letter with sign and seal of the bank official.	
	Offers from vendors not accepting to submit PBG are liable for rejection.	
12.0	LIQUIDATED DAMAGES (LD):	
	a) LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).	
	Maximum LD for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).	
	In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value (Supply + E&C) for each individual machine.	
	b) For the purpose of LD for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. c) Loading on account of non-acceptance of LD for delayed Supply and/or E&C shall be as under: In case any bidder is not accepting the above LD for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.	Accepted
	d) Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.	
	For the purpose of levying LD , the date of shipment (BL /AWB date) will be considered.	
	Loading Factor for non-acceptance of LD clause for delayed Supply and/or E&C: In case any bidder is not accepting the above LD clause for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder .	
13.0	SHORT SUPPLY / WARRANTY REPLACEMENT:	
	In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on DDP - Incoterms 2010 basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. Warranty Replacements during Guarantee period at supplier's cost on DDP - Incoterms 2010 basis .	Accepted
14.0	RISK PURCHASE:	
	If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.	Accepted

15.0 GUARANTEE:	Vendors shall provide a guarantee for 12 months from the date of commissioning of the equipment or 18 months from the date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply. Offers from vendors not accepting to the requested guarantee period are liable for rejection.	Accepted
16.0 REVERSE AUCTION (RA):	BHEL reserves their right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA have been given in the 'General guidelines & instructions to bidders' enclosed as a part of NIT / Enquiry. Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry. BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.	Accepted
17.0 AGENCY COMMISSION	Vendors to specify the percentage agency commission payable to their Indian Agent in the vendor confirmation space given below. If agency commission is not applicable, vendor shall state that clearly in the space given below. AGENCY COMMISSION : APPLICABLE (___ %) / NOT APPLICABLE	
	Particulars of Indian Agent (a copy of Agency agreement shall be enclosed. The CFR prices quoted shall include the agency commission) :	
18.0 CONTACTS:	Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
	Name:	
	Designation:	
	Email ID:	
	Phone No.:	
	Mobile No.	
	Fax No.:	
	Address:	
	Country of origin:	
	Port of loading:	
	Free Period for Container shipments:	
	Vendors should indicate the mode of shipment Viz. break-bulk basis or container basis. Vendors should ensure that shipping lines carrying their cargo will allow a minimum free period of 14 days from the date of berthing of the vessel for clearing the consignment at the discharge port in case shipments are made using containers.	Accepted

BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI**CAPITAL EQUIPMENT /MATERIALS MANAGEMENT****CHECK LIST FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY
INDIGENOUS VENDORS**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part II) or if the vendor does not confirm acceptance to the terms and conditions proposed, the offer is liable for rejection)

(TENDER WITH LC OPTION & REQUIRING EMD, PBG)

Description of the Equipment:

BHEL Tender No. & Date:

ENQUIRY TERMS & CONDITIONS		Vendor's Confirmation
1.0 PRICE BID:		
Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part II. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.		Accepted
The bidder has to quote charges for 'Supply' and 'Erection & Commissioning' separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).		
2.0 VALIDITY:		
Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.		Accepted
3.0 EARNEST MONEY DEPOSIT (EMD):		
In Order to ensure that the successful bidder / vendor does not refuse to execute the Order, after award of the same on him, each bidder / vendor will be required to furnish Earnest Money Deposit (EMD) along with their tender. EMD by the Tenderer will be forfeited as per Tender Documents if, after opening the tender, the Tenderer on his own makes variation in his earlier quoted rates or revokes/change any other condition of his tender within the validity period.		Accepted
EMD is to be submitted in cash (as permissible under Income Tax Act), Pay Order or Demand Draft only.		
3.1 RETURNING OF EMD:		
EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer. The EMD of successful bidder shall be returned after submission of Order Acknowledgement. EMD shall not carry any interest.		Accepted
3.2 The rate of EMD for this Tender will be (INR) :		40,000/-
4.0 RELEASE OF PURCHASE ORDER:		
Purchase Orders will be released separately for supply and service portion on the successful vendor.		Accepted
5.0 PAYMENT TERMS:		
Vendor's are requested choose and confirm one of the following payment terms (i.e. 5.1 or 5.2) and indicate the same against the appropriate row under the Vendor's Confirmation column.		
5.1 PAYMENT THROUGH LETTER OF CREDIT (LC):		
For SUPPLY P.O. Where the payments are through L/C (LC opening charges will be loaded while comparing the offers), Payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C value shall be made against Final Minutes of Meeting for E&C issued by BHEL. Final Minutes of Meeting for E&C shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc as envisaged in PO. The L/C shall be opened as per following:		

	i. an Irrevocable Unconfirmed L/C will be opened for 80% of the payment towards supply, due on shipment after BHEL receiving the Pre-dispatch Inspection call / intimation of readiness of the ordered items, from the supplier but not earlier than 60 days before the despatch date.	
	ii. The above L/C can be negotiated after despatch and against submission of LWB and other documents as mentioned in the Purchase Order. The above L/C will be valid for a maximum period extending 21 days beyond the despatch date for negotiation of documents based on the transit time required.	
	For BALANCE OF SUPPLY P.O. & SERVICE P.O. Payment for 20% of the Supply value and 100% of the E&C value will be made directly after the Erection and Commissioning and against (a) Submission of Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and (b) Submission of Performance Bank Guarantee (PBG) by Supplier.	
5.2	DIRECT PAYMENT :	
	For SUPPLY P.O.: 80% payment of Supply P.O. value shall be made within 45 days from the date of receipt of material at BHEL. For BALANCE OF SUPPLY P.O. & SERVICE P.O. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and submission of Performance Bank Guarantee (PBG)	
5.3	Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:	
	If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of Final Minutes of Meeting for E&C for the equipment. However, in any case, payment against dispatch shall not exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: (a) Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount & period of relaxation sought by bidder. (b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT / Enquiry norms, as per the prevailing bank rates.	Accepted
6.0	Value for Erection & Commissioning at BHEL:	
	Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as E&C). E&C is in the scope of supplier, and hence the E&C value should be quoted separately.	Accepted
	E&C value should be quoted separately by Bidders. Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment . The bidder, however, can choose to quote the E&C value higher than the below mentioned minimum E&C value (%) and suitably apportion the supply value.	Accepted
	COST OF ERECTION & COMMISSIONING PORTION QUOTED BY VENDOR (%) - (Should be equal to or more than 5%)	
7.0	Taxes & Duties:	
	All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which BHEL will not be liable for payment of such Taxes and Duties. In case taxes and duties are indicated as inclusive in the quoted prices, it will be reimbursed only upon furnishing the documentary evidence for having paid such taxes and duties. Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL.	Accepted

8.0	Delivery terms, Delivery period required and evaluation process:	
8.1	Delivery terms: FOR BHEL, TRICHY, TAMILNADU	Accepted
	Basis of Delivery Terms :	
	Price break-up details like Basic price, P&F, Taxes & Duties, Freight and Insurance etc., should be indicated in the offer.	Accepted
8.2	Delivery period: Vendor shall comply with this required period.	
	Bidder should quote time period separately for 'Supply' and 'E&C' of equipment.	
	(a) Supply period :- For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (LWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of drawings etc., should not be linked to the delivery period. (b) E&C period :- Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.	Accepted
	DELIVERY PERIOD (in months) REQUIRED BY BHEL (SUPPLY PORTION)	3
	DELIVERY PERIOD (in months) OFFERED BY VENDOR (SUPPLY PORTION)	
	DELIVERY PERIOD (in months) OFFERED BY VENDOR (E & C PORTION)	
	However, while evaluating the offers, those offers which are not conforming the requested delivery period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
	BHEL reserves the right to accept an offer not meeting the NIT / Enquiry delivery. However based on the requirement, the Technically Suitable offerers would be requested to reduce their offered delivery schedule and in case if it is not meeting BHEL requirement or maximum limit considered by the Technical Committee, the offer may become liable for rejection.	Accepted
9.0	PERFORMANCE BANK GUARANTEE:	
	The vendor shall submit a Performance Bank Guarantee (PBG) for 10% of the Purchase Order value in the format enclosed covering the agreed Guarantee period (with additional 2 months as claim period).	Accepted
	PBG shall be issued exactly as per the BHEL Format attached with this Tender (without any deviation) by any one of the Consortium Banks of BHEL (List Enclosed) or from a reputed Bank and confirmed by any Consortium Bank of BHEL.	
	All bank charges incurred on account of issuance of PBG will have to be borne by the vendor.	
	1) It should be typed in the INR 100 value of stamp paper.	Accepted
	(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.	
	(3) It should be submitted with bank covering letter with sign and seal of the bank official.	
	Offers from vendors not accepting to submit PBG are liable for rejection.	
10.0	LIQUIDATED DAMAGES (LD):	
	a) LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).	
	Maximum LD for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).	
	In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value (Supply + E&C) for each individual machine.	
	b) For the purpose of LD for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. c) Loading on account of non-acceptance of LD for delayed Supply and/or E&C shall be as under: In case any bidder is not accepting the above LD for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.	Accepted



An ISO 9001 Company

Bharat Heavy Electricals Limited
(High Pressure Boiler Plant)
Tiruchirappalli-620014, Tamil Nadu, India
MM/CAPITAL EQUIPMENT/MODERNISATION

Document No.MM/CE/GT/001

GENERAL GUIDELINES & INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER

Vendors are requested to read the following points / guidelines / instructions and ensure that the offer is prepared and submitted strictly as per the requirements. Offers with insufficient details would not be considered for evaluation. The following points / guidelines / instructions are part and parcel of the tender and non-compliance will result in rejection of offer.

1.0 QUOTATIONS

Considering the nature of procurement which requires a good amount of technical details, brochures, catalogues etc., to be submitted along with the offer as well as the confidentiality required to be maintained during the offer evaluation process, bidders are requested to submit their offers only through sealed bids. As the part II (the price bid) would not be opened before the technical evaluation is completed, bidders are requested not to submit their bids through email / fax etc.

Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Envelope I This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked **“Part I - Technical and Un-priced commercial bid”**, indicating Enquiry No., Due Date, Address & Reference of the Bidder.

Envelope II This sealed envelope should contain **price details**. This envelope should be clearly marked **“Part II - Price bid”**, indicating Enquiry No., Due Date, Address & Reference of the Bidder

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, super scribing as Part I and Part II indicating Enquiry No., Due Date, Address & Reference of the Bidder.

The above tender (envelope containing Part I & II) should reach this office on or before the due date by 14.00 Hrs (IST). Tenders received after 14.00 Hrs (IST) will not be considered for evaluation.

Tender should not be addressed to any Individual's name but only by designation to:

**AGM / MODERNISATION , MM / CAPITAL EQUIPMENT & CBC
1st Floor – IC Building ,
BHARAT HEAVY ELECTRICALS LIMITED
HIGH PRESSURE BOILER PLANT
TIRUCHIRAPALLI – 620 014
TAMIL NADU, INDIA**

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Tenders should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in **ENGLISH** or otherwise, the tenders will not be considered for evaluation.

Tenders will have to be submitted by the Original Equipment Manufacturer only.

If the past performance of a vendor in any of the previous Purchase orders/contracts/in any projects, of BHEL Units, and NON-BHEL, is not satisfactory BHEL then reserves the full right to reject such offers of those vendors straightaway irrespective of their suitability and will not be considered for further processing of the tender.

2.0	PART I (TECHNICAL & UN-PRICED COMMERCIAL BID)
------------	--

2.1	Technical
------------	------------------

This part shall include / indicate the following:

2.1.1	Tenders should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
2.1.2	Point by point confirmation for the Technical Specification enclosed is to be provided. If there are any deviations, the same should be clearly specified. Tenders received without confirmation to our specification will be rejected.
2.1.3	List of customers to whom same or similar equipment have been supplied along with performance certificates are to be enclosed.
2.1.4	Relevant catalogues to be attached
2.1.5	List of spares parts (with part numbers) for two years operation and maintenance should be attached.
2.1.6	Information on shipping weight and cubage (length, width & height) to be provided.

2.2	Un-Priced Commercial
------------	-----------------------------

This part shall include / indicate the following:

2.2.1	Acceptance of commercial terms and conditions by the bidders (in the check-list enclosed)
2.2.2	Port of shipment / Station of despatch
2.2.3	Terms of payment
2.2.4	CFR price up to Chennai port (for foreign bidders). FOR BHEL, Tiruchy price (for Indian bidders)
2.2.5	Taxes, Service tax & duties including cess applicable.
2.2.6	Delivery Schedule from the date of Purchase Order
2.2.7	Offer validity
2.2.8	Country of origin
2.2.9	Currency in which the price has been indicated.

2.2.10	Percentage of agency commission if any along with a copy of Agency agreement. The CFR prices quoted shall include the agency commission.
2.2.11	A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details to be enclosed.

3.0 OPENING OF TENDERS

The Part I - Technical & Un-priced commercial bid alone would be opened on the Tender opening date.

The Part II – The Part I would be evaluated and bidders qualifying alone will be considered for further processing. BHEL would proceed with Reverse Auction route or Price Bid opening route for finalizing the tender, which would be intimated to the qualified bidders after completion of the techno-commercial evaluation.

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the Price Bid submitted, which will be decided after the techno-commercial evaluation. Information and general terms and conditions governing RA are given below.

GENERAL TERMS AND CONDITIONS OF RA

- Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.
- For the proposed RA, technically and commercially acceptable bidders only shall be eligible to participate.
- In case of RA, BHEL will engage the services of a service provider for conduct of the RA who will provide all necessary training and assistance to the bidders before commencement of on line bidding on internet.
- Business rules governing the RA will be communicated to the bidders through service provider for compliance.
- Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of RA. Without the compliance, the vendor will not be eligible to participate in the event.
- BHEL will provide a sample calculation sheet (in EXCEL format) which would help the bidders to arrive at "Net Cash outflow to BHEL" considering various price / cost elements like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) etc. for each of the bidders to enable them to arrive at "Net Cash outflow to BHEL" which is the amount the bidder would be bidding during the RA.
- RA will be conducted on scheduled date & time and at the end of event, the lowest bidder value will be known on the network.

- The lowest bidder has to Fax the duly signed “Price Break-up” in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct further business with BHEL, as per the prevailing procedure.
- BHEL reserves the right to negotiate if need be, with the “L1” vendor of the Reverse Auction

4.0	DEFINITIONS & OTHER TERMS
------------	--------------------------------------

Fixed price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price written in words shall be valid and binding.

Bid currency: Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit the bid in their home currency, which should be clearly indicated in the un-priced commercial bid as well as in the price bid.

Taxes and Duties: All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which BHEL will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverumbur. Our I E Code: 0588138690.

For services rendered by the foreign vendor in India (like Erection & Commission supervision etc.) Income Tax (IT) shall become payable by the Foreign vendor. Hence, Foreign bidders are requested to take care of the IT payment during submission of tender.

Cenvat & VAT credit: (applicable for Indian Bidders only) the quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case Excise Duty is applicable. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to BHEL.

Packing: The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal safe transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.

Salient points of HSE (Health Safety & Environment) that are to be considered while submission of offer are:

- Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals)
- Competency requirements for operation, maintenance and calibration, if any, shall be communicated
- If any hazardous chemicals as per MSIHC (Manufacturing, Storage and import of such Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided along with On site & Off site emergency plan (as applicable)
- The noise level at operator level shall be within 80 dBA

- OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.
- The machine / equipment shall be fitted with guard for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948
- The supplier shall submit the layout drawing of operating controls, displays etc. Along with operating instructions to enable ergonomics evaluation and approval.
- The recommended list of PPE (Personal Protective Equipment) for the equipment shall be furnished.
- Alarm system (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment
- Details of all hazardous / harmful substances discharged as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV/IR (Ultra violet / infra red) radiations etc., shall be furnished along with their concentrations and their TLV, (Threshold Limit Value).
- Appropriate pollution control measures shall be proposed to keep the emissions from the machinery / processes within the prescribed limit as stated in Environment Protection Rules 1986.
- All furnaces, process units, DG sets, paint booths, shot blasting chambers, etc. shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- Wherever industry specific standards are not available for control of pollutants, general emission standards shall be used.
- Chemicals banned due to their negative impact on the environment shall not be used in the process.
- Fuels with sulphur content less than 0.05% shall be proposed.
- Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process. Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, Storage and Import of Hazardous Chemical 1989, etc. shall be followed
- Primary materials used in the equipment shall be specified and they shall be eco-friendly

Force Majeure clause: If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

Agency agreement from foreign suppliers for their Indian agents: Based on Ministry of Finance vide circular dated 31/01/1989 the following are compulsory:

- Registration of Indian agents of a foreign supplier.

- Precise relationship between foreign suppliers and their Indian agents and their mutual interest in the business, should be clearly spelt out.
- Any payment, which the agent receives in India or abroad, from the foreign supplier, whether as a commission or as a general retainer fee, also needs to be brought on record and made explicit so as to ensure compliance to tax laws and to prevent leakage of foreign exchange.
- All services to be rendered by the agent, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier and the Indian agent.
- The amount of agency commission agreed to between the foreign principal and the Indian agent should be specifically disclosed and the agency commission will be paid in Indian Rupees only.

Short shipment / Warrantee replacement: In case of any short-shipment during initially supply, subsequently dispatched by the supplier or any warrantee replacement dispatched during the warrantee period shall be dispatched on “DDP – Delivered Duty Paid BHEL Stores” basis for foreign suppliers and “FOR BHEL Stores” basis for Indian suppliers.

Inspection & Testing: All goods shall be subject to inspection by BHEL or its authorized representatives at supplier’s works or at BHEL Stores. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier’s works prior to dispatch. However, final inspection and acceptance of the machine will be carried after installation of the machine BHEL.

5.0	GENERAL
------------	----------------

Tenders will have to be submitted by the Original Equipment Manufacturers only and the offered equipment shall be “New”. Offers for Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for evaluation.

Evaluation of offers shall be on “Net Cash Outflow to BHEL basis”.

BHEL reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy.

BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / Units.

BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.

The correspondence exchanged against the tender between the bidder and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

Any transaction / communication pertaining to the tender carried out by the bidder and BHEL round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

In case Letter of Intent (LoI) is issued through email, the computer generated time and date of mail shall be construed as the official time and date of release of LoI. In as much as this date is within the last date of validity given by the bidder the LoI is said to have been issued within the validity period and shall be binding on both the parties to the business.

Bidders participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing enquiries even if participated till the hold is officially lifted and confirmed in writing.

PERFORMANCE BANK GUARANTEE BOND

In accordance of 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 High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirappalli- 620014 (hereinafter called 'the Company') having entered into a contract withhereinafter called 'the said Supplier and under the terms and conditions of the Purchase Order No..... Dt Between BHEL, Tiruchy and as per the Purchase Order, the Supplier is to furnish a performance Bank guarantee for Rs. for the due performance of the equipment to be supplied under the above referred Purchase Order and for the fulfilment of all the terms and conditions of the Purchase Order, We(indicate the name of the bank) (herein after referred to as the bank) at the request of (Supplier) do here by undertake to pay the Company an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Supplier of any of the terms and conditions contained in the said Purchase Order.

2. We(indicate the name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Supplier of any of the terms and conditions contained in the said Purchase Order or by the reason of the Supplier's 'failure to perform' the said Purchase Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Supplier in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We.....(indicate the name of Bank), 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 said Purchase Order and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till Office / Department / Division of the Company certify that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Supplier and accordingly discharge this guarantee.5. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable **and Payable only by any one of the BHEL Consortium Banks in India (List is attached herewith)** notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by BHEL dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the Bank **(any one of the BHEL Consortium Banks as per list attached as selected by the vendor)** shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

6. We(indicate the name of Bank), further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Supplier or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

8. It shall not be necessary for the Company to proceed against the Supplier before proceeding against the guarantor--Bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Supplier shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.

9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

10. The guarantor hereby declare that it has power to execute this guarantee and the executants has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.

11. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

In witness whereof we..... (indicate the name of Bank) have hereunto setout Bank Seal the..... day month 200

The contact details of the Issuing Bank such as Email ID, Phone No. And Fax No. Should be indicated in the PBG Also please note that the PBG should be forwarded to us with the covering letter of the issuing Bank with signature and seal.

- 1) It should be typed in the **Rs. 100 value of stamp paper.**
- 2) It should be **signed by TWO bank officials** with Rubber stamp containing names & employee numbers of bank officials.
- 3) It should be submitted with bank covering letter with sign and seal of the bank official.

Please note that issuance of the PBG without meeting the above requirement will render the document invalid.

The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks in India,

LIST OF CONSORTIUM BANKS IN INDIA

(as on 15.12.2011)

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

- 1) It should be typed in the **Rs. 100 value of stamp paper.**
- 2) It should be **signed by TWO bank officials** with Rubber stamp containing names & employee numbers of bank officials.
- 3) It should be submitted with bank covering letter with sign and seal of the bank official.