



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

CAPITAL EQUIPMENT/ MATERIALS MANAGEMENT

| | |
|-------------------------------|--|
| 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. | 2631300114 | 30.09.13 | 30.10.13 |


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 |
|------|---|----------|----------|
| 10 | Hydraulic Testing Pump with Electrical Motor as per the technical specification, BHEL commercial terms & conditions applicable (to be downloaded from web site www.bhel.com or http://tenders.gov.in) | 1 No. | 28.02.14 |

Important points to be taken care during submission of offer

1. Compliance Form to be duly filled and enclosed along with your offer, failing which the offer will not be considered for evaluation.
2. All updates, amendments, corrigenda, etc., (if any), for each tender will be posted only on the above websites from time to time, as and when required, until each tender is opened. There will be no publication of such updates, amendments, corrigenda, etc., through news papers or any other media.

BHEL's General guidelines / instructions including bank guarantee formats and list of consortium banks, commercial compliance form 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 "2631300114".

| | |
|---|--|
| <p>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</p> | <p>Yours faithfully, For BHARAT HEAVY ELECTRICALS LIMITED</p>  SM / MM / Capital Equipment |
|---|--|

T. VENKATESWARAN
Senior Manager
Capital Equipment / MM
BHEL, Tiruchirappalli - 620 014

TECHNICAL SPECIFICATIONS FOR HYDRO-TESTING PUMP UNIT

| S.No. | PARTICULARS | SPECIFICATION DETAILS | OFFER by BIDDER | DEVIATIONS |
|--------------------------------------|----------------------|---|--------------------|------------|
| 1.0.0 APPLICATION | | | | |
| 1.1.0 | Purpose | <ul style="list-style-type: none"> a. The indented hydro-testing station is meant for the pressure-testing of pressure vessels, tanks, pressure piping components, tubular coils/panels, etc. with the use of an inlet manifold for distribution . b. The station to have a multi-stage centrifugal pump for pre-filling and a triplex plunger pump for pressurising after the filling operation. c. Medium of testing is water. | | |
| 2.0.0 EQUIPMENT CONFIGURATION | | | | |
| 2.1.0 | Operational Sequence | <ul style="list-style-type: none"> a. The offered equipment shall have two parts :- one multi-stage centrifugal pump and one triplex plunger pump. Each pump shall be independently connected to an electrical motor of suitable rating. b. Both the pumps shall be mounted on the same skid with proper spacing. c. Inlet for the pumps can be separate, to suit the flow requirements. d. The outlet of both the Centrifugal and Plunger Pumps shall be connected to a common discharge line, so that one single entry is given to the distribution manifold. e. The centrifugal pump shall start running for the pre-filling need and then for pressure building up to 10 Bar or a specific rating less than 10 Bar. f. On reaching the predefined pressure, a pressure switch has to put-on the plunger pump into action, thereby building up the pressure of water filled in the job/tubular components. | | |

| S.No. | PARTICULARS | SPECIFICATION DETAILS | OFFER by BIDDER | DEVIATIONS |
|-------|-----------------------------------|--|-----------------|------------|
| 2.1.0 | Operational Sequence (..contd) | g. At the time of plunger pump gets started, the centrifugal pump shall be switched-off automatically. h. On reaching the desired test pressure (varies from 200 Bar to 460 Bar normally), the plunger pump will be switched off manually., j. Each pump shall have the required/essential valves (viz., isolation valve, non-return valve, gate/stop valve, bleed valve, etc.) and fittings to achieve the desired results. | | |
| 2.2.0 | Multi-Stage Centrifugal Pump Unit | This unit shall have the following elements in position to facilitate the pre-filling operation with better flexibility : a. Multi-Stage Centrifugal Pump b. Pressure Gauge (0-25) Bar at Pump Outlet c. Isolating Valve d. Non-Return Valve e. Stop Valve at Pump Inlet f. By-Pass Valve g. Pressure Switch h. Inter-Connecting Tubing [diameter & pressure rating to suit application and intermittent tube length shall suit the configuration] | | |
| 2.3.0 | Triplex Plunger Pump Unit | This unit shall have the following elements in position to have a better flexibility on pump operation, to suit varying testing conditions : a. Triplex Plunger Pump b. Pressure Gauge (0-800) Bar at Pump Outlet c. Isolating Valve d. Pressure Regulating cum Automatic Unloader Valve e. Check Valve | | |

| S.No. | PARTICULARS | SPECIFICATION DETAILS | OFFER by BIDDER | DEVIATIONS |
|--|-------------------------------------|--|-----------------|------------|
| 2.3.0 | Triplex Plunger Pump Unit (..contd) | f.. Carbon Steel Pulsation Dampener g. Non-Return Valve h. Stop Valve at Pump Inlet i. Bleed Valve for Flow Control j. By-Pass Valve k. Inter-Connecting Tubing [diameter & pressure rating to suit application and intermittent tube length shall suit the configuration] | | |
| 2.4.0 | Electric Motors | The centrifugal and plunger pumps shall be individually coupled with suitable H.P. Motor, Star-Delta Starter and Reduction Gear Box (for plunger pump) and with all the required accessories. | | |
| 2.5.0 | Portability/Mobility | The centrifugal and the plunger pump shall be mounted on a portable skid with sufficient spacing. The skid shall be provided with lifting hooks (for use with EOT Crane), cast iron wheels with hard rubber lining and draw bar for mobility. | | |
| 2.6.0 | Block Diagram | A block diagram has to be given with the offer, showing the location of various elements with identification/ratings, to meet the requirements mentioned in Clause No.2.1.0. | | |
| 3.0.0 PLUNGER PUMP SPECIFICATIONS | | | | |
| 3.1.0 | Working Principle | High Pressure Triplex Reciprocating/Positive Displacement | | |
| 3.2.0 | Working Pressure | 800 kg/cm ² (maximum) | | |
| 3.3.0 | Discharge Capacity | 10 to 20 Lits./Min. | | |
| 3.4.0 | Type | Horizontal & Portable | | |
| 3.5.0 | Number of Stages | Single Stage | | |
| 3.6.0 | Speed | Around 150 RPM | | |
| 3.7.0 | Working Media | WATER | | |
| 3.8.0 | Pump Body | Material - "A" Grade Cast Iron | | |
| 3.9.0 | Pump Head | Material : EN-9 Steel | | |

| S.No. | PARTICULARS | SPECIFICATION DETAILS | OFFER by BIDDER | DEVIATIONS |
|--------------|---|--|-----------------|------------|
| 3.0.0 | PLUNGER PUMP SPECIFICATIONS (...contd) | | | |
| 3.10.0 | Plunger | Made of High Carbon Steel [Hard Chrome Plated and Ground Finished] | | |
| 3.11.0 | Crankshaft | Material : EN-24 Steel | | |
| 3.12.0 | Connecting Rods | Material -Forged Carbon Steel | | |
| 3.13.0 | Connecting Bearings | Material : Bi-Metal | | |
| 3.14.0 | Gudgeon Pins | Material - High Carbon Steel | | |
| 3.15.0 | Cross heads | Material - Cast Iron | | |
| 3.16.0 | Valve &Valve Seating | Material - S.S. with STELLITED Valve Seats | | |
| 3.17.0 | Sealing Elements | Reinforced Synthetic Rubber Hydraulic Sealing 'V' Rings. | | |
| 3.18.0 | Frame | M.S. Fabricated | | |
| 3.19.0 | Bearings | Heavy Duty Ball Bearings of SKF / NBC make | | |
| 3.20.0 | Glands | Material - Gun Metal | | |
| 3.21.0 | Crankshaft Bearings | Ball / Roller Bearings | | |
| 3.22.0 | Pressure Regulator-cum- Unloader Valve | Material - Stainless Steel | | |
| 3.23.0 | Bye-pass Valve | Material - Stainless Steel | | |
| 3.24.0 | Check Valve / Non-Return Valve | Material - Stainless Steel | | |
| 3.25.0 | Pressure Relief Valve | Material - Stainless Steel | | |
| 3.26.0 | Isolating Valve | Material - Stainless Steel | | |
| 3.27.0 | Safety Valve | Bronze Material (Spring Loaded Type) | | |
| 3.28.1 | Pump Delivery Control | A pressure regulator-cum-automatic unloader valve and the safety valve are to be provided at the delivery end of the Plunger Pump to regulate the pressure from zero to the required pressure within the rated capacity. | | |
| 3.28.2 | Pulsation Dampener | A Carbon Steel Pulsation Dampener on the delivery line shall also be provided for a smooth discharge / output during continuous operation. | | |
| 3.28.3 | Valve Seats | All valve seats are to be STELLITED for long life. | | |

| S.No. | PARTICULARS | SPECIFICATION DETAILS | OFFER by BIDDER | DEVIATIONS |
|--------------|--|--|-----------------|------------|
| 3.0.0 | PLUNGER PUMP SPECIFICATIONS (...contd) | | | |
| 3.28.4 | Hydraulic Sealing | Spring loaded stuffing box for self-tightening of the hydraulic sealing 'V' rings. | | |
| 3.28.5 | Lubrication | Flooded crank with splash lubrication system for long life and independent front inspection cover for easy replacement of 'V' seals and plungers. Cross head anti-chamber for salvage of excess lubricant oil. | | |
| 3.28.6 | Plunger Assembly | Plunger guide bush and glands are to be provided with TURCITE SLYDRINGS. Plungers made of high carbon steel to be hard chrome plated with ground finished. | | |
| 3.28.7 | Gear Box | Externally coupled Reduction Gear Box for trouble free and easy maintenance. | | |
| 4.0.0 | ELECTRIC MOTOR SPECIFICATION for PLUNGER PUMP | | | |
| 4.1.0 | Motor Type | TEFC, Squirrel Cage Induction Motor | | |
| 4.2.0 | Motor Rating | Around 40 H.P., 1440 RPM | | |
| 4.3.0 | Input power | 415 ±10% V, 50 ±2%Hz , 3 Phase AC, 3 Wire System (4 th wire for PE) | | |
| 4.4.0 | Motor Make | SIEMENS/CROMPTON/BBL | | |
| 4.5.0 | Motor Starter | STAR-DELTA starter of SIEMENS / L&T make. | | |
| 5.0.0 | REDUCTION GEAR BOX SPECIFICATIONS | | | |
| 5.1.0 | Make | RADICON / ALLROYD / GREAVES | | |
| 5.2.0 | Reduction Ratio | Bidder to Specify (to suit the requirement) | | |
| 6.0.0 | CENTRIFUGAL PUMP SPECIFICATIONS | | | |
| 6.1.0 | Pump Make | B E Pumps / Kolkata | | |
| 6.2.0 | Model Number | A 5165 KK - TE (or of latest version) | | |
| 6.3.0 | Discharge Capacity | 280 Lits./Min. (or around 300 LPM) | | |
| 6.4.0 | Head | Not less than 124 mtrs. | | |

| S.No. | PARTICULARS | SPECIFICATION DETAILS | OFFER by BIDDER | DEVIATIONS |
|--------------|--|--|-----------------|------------|
| 7.0.0 | ELECTRIC MOTOR SPECIFICATION for CENTRIFUGAL PUMP | | | |
| 7.1.0 | Motor Type | TEFC, Squirrel Cage Induction Motor | | |
| 7.2.0 | Motor Rating | 20 H.P., 1440 RPM | | |
| 7.3.0 | Input Power | 415 ±10% V, 50 ±2%Hz , 3 Phase AC, 3 Wire System (4 th wire for PE) at Single Point for Plunger Pump also. | | |
| 7.4.0 | Motor Make | SIEMENS/CROMPTON/BBL | | |
| 7.5.0 | Motor Starter | STAR-DELTA starter of SIEMENS / L&T make. | | |
| 8.0.0 | PRESSURE GAUGES | | | |
| 8.1.0 | Dial Read Range | a. Pressure Gauge 0 to 200 kg/cm ² : 2 Nos. b. Pressure Gauge 0 to 300 kg/cm ² : 2 Nos. c. Pressure Gauge 0 to 400 kg/cm ² : 2 Nos. d. Pressure Gauge 0 to 600 kg/cm ² : 2 Nos. e. Pressure Gauge 0 to 800 kg/cm ² : 2 Nos. f. Pressure Gauge 0 to 1000 kg/cm ² : 2 Nos. [Additional Gauges - other than those gauges fitted with the Pumps, to be supplied with the Pump, as loose items] | | |
| 8.2.0 | Dial Size & Accuracy | The gauge dial size shall be 150 mm and accuracy shall be specified by the bidder. | | |
| 8.3.0 | Make & Type | FIEBIG / MANOMETER / H.GURU make and the dial fixing shall be of BEZEL RING type with three screws. The gauges offered shall be glycerine filled. | | |
| 8.4.0 | End Connections | The connector end shall have M20 x 1.5mm male thread and the gauge fixing shall be of bottom entry type. | | |
| 9.0.0 | HIGH PRESSURE FLUID HOSE | | | |
| 9.1.0 | Type and End-Connections | High Pressure flexible hose (suitable for a test pressure of 800 bar and burst pressure of 1300 bar) equivalent to Class - SAE 100 R13, with inner diameter 12 mm with female end connection at one end and male end connection at other. | | |

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|---------------|---------------------------------|---|------------------------|-------------------|
| 9.2.0 | Hose Length | Overall Length – 5.0 metres with Quick-Fix and Disconnect End Couplings [2 Nos. to be supplied as loose items]. | | |
| S.No. | PARTICULARS | SPECIFICATION DETAILS | OFFER by BIDDER | DEVIATIONS |
| 10.0.0 | GENERAL INSTRUCTIONS | | | |
| 10.1.0 | Technical Comparative Statement | The offer shall contain a Technical Comparative Statement relating to the Technical Specifications given herewith. The offer will be liable for rejection, without the Technical Comparative Sheet with point to point comparison. | | |
| 10.2.0 | G.A. Drawing | The offer shall contain a detailed General Arrangement Drawing with part indications and the ratings/specifications of different parts (those listed in Clause 2.0.0).. | | |
| 10.3.0 | Reference List | The offer shall positively contain the list of customers, for whom pumps of this rating or above, have been supplied and working satisfactorily (accompanied with performance certificate from the customers / users_ for BHEL reference. | | |
| 10.4.0 | List of Spares | The offer shall contain list of electric and mechanical spares recommended for two years of continuous service. The offer shall also contain prices for stainless steel regulating valve, check valve, isolating valve, etc. | | |
| 10.5.0 | Unpriced Price Bid | The Technical Bid shall contain the UNPRICED PRICE BID giving the list of items quoted with unit rates, including the spares and accessories.. | | |
| 10.6.0 | Inspection | The pumps shall be offered for inspection by BHEL at the supplier's works before despatch. The following documents have to be submitted at the time of inspection of the Pump : a) Hydro-pump test certificate b) Hydro-pump guarantee certificate c) Test Certificate for electric motors d) Test Certificate for gear box e) Guarantee certificate for gear box | | |

| S.No. | PARTICULARS | SPECIFICATION DETAILS | OFFER by BIDDER | DEVIATIONS |
|--------------|--------------------|--|------------------------|-------------------|
| 10.7.0 | Commissioning | The supplier shall depute his representative for the commissioning and performance prove-out of the equipment at BHEL works. | | |
| 10.8.0 | Guarantee | The equipment shall be guaranteed for its performance for a minimum period of two years from the date of commissioning at BHEL Works. | | |
| 10.9.0 | O & M Manuals | Three copies of Instruction and Maintenance Manual to be supplied with details on bought-out items, sub-assembly drawings, specifications and make of electrical elements, etc., for a safe operation of the pump. | | |
| 10.10.0 | Delivery | Shortest delivery period shall be quoted as the delivery schedule is one of the criteria for offer acceptance. However, the delivery period should not exceed 8 weeks from the date of purchase order release. | | |

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QUALIFYING CRITERIA FOR THE SUPPLY OF HYDRAULIC TESTING PUMP with ELECTRICAL MOTOR

The BIDDER / OEM has to compulsorily meet the following requirements to get qualified for submitting an offer for the Hydraulic Testing Pump with Electric Motor :

| S.No. | PARTICULARS | VENDOR's RESPONSE |
|--------------|---|--|
| 1.0 | The BIDDER shall have a minimum of TEN Years of Experience of in the Field of Design, Manufacture & Supply of Plunger type Hydro-testing Pump run by Electrical Motor. In case of trader, the company profile of OEM has to be submitted. | Details may be furnished with ANNEXURES, to throw more light on capabilities – against each clause. |
| 2.0 | Details on International or Indian Standards or Codes followed in the Design & Manufacture of Hydro-testing Pumps (including bushes and wear parts with material selection) and Electric Motors shall be submitted | |
| 3.0 | Details of Quality Assurance System followed for the Pump and Electric Motor including test certificates are to be submitted. | |
| 4.0 | Reference List of Customers (including contact addresses) with the specification of Hydro – Testing Pumps with Electric Motor supplied to them (as per the above Clause No.1.0), to be furnished for cross reference by BHEL. In case of any false data or information furnished might lead to disqualification of the Technical Offer. [Details on earlier supply to BHEL Trichy, if any may also be submitted] | ''' |
| 5.0 | Performance Certificate from CUSTOMERS (minimum TWO Customers) with details of CONTACT PERSON, for whom Triplex Plunger type Hydro-testing Pump with Electric Motor for a capacity of 600 Bar and above, have been supplied, in the FORMAT given under ANNEXURE-A | ''' |
| 6.0 | The BIDDER / OEM shall submit the offer in TWO PARTS - Technical & Commercial Price Bid. The Technical Offer shall be in line with the BHEL Technical Specifications. | ''' |
| 7.0 | The Technical Offer shall contain a comparative statement of Technical Specifications given by BHEL and the Offer Details submitted by the Bidder, against each clause of the specifications. | ''' |
| 8.0 | 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. | ''' |

| S.No. | PARTICULARS | VENDOR's RESPONSE |
|--------------|--|--------------------------|
| 9.0 | The Technical Offer shall be supported by Product Catalogue and Data Sheets in ORIGINAL and complete technical details of 'Bought-Out-Items' (like pressure hoses, gauges, bearings, motors, relays, etc.) with copies of Product Catalogue. | '''' |
| 10.0 | 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 | '''' |
| 11.0 | The expected delivery period is FOUR months from the date of issue of Purchase Order by BHEL. Delayed delivery will draw the Penalty Clause. | '''' |

PERFORMANCE CERTIFICATE – [SAMPLE FORMAT]

(On Customer's Letter Head with Additional Sheet – if necessary)

1. Supplier of the Equipment :

2. Make & Model of the Equipment :

3. Month & Year of Supply :

4. Application for which the Equipment is used :

5. a. Equipment Serial Number :
b. Capacity of Hydro-testing in Bar (Pressure) :
c. Rating of Electric Motor coupled with the Pump :
d. Delivery Rate in LPM (litres/minute) :
e. Additional Features (if any) :

6. Performance of the Equipment : Satisfactory /
Good /
Average /
Not Satisfactory

7. Feed- back on 'After Sales Service' by the Supplier :

8. Remarks / Reasons for Recommendations to BHEL :

Date:

Signature & Seal of the Authority
Issuing the Performance Certificate

BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI**CAPITAL EQUIPMENT / MATERIALS MANAGEMENT****COMPLIANCE FORM 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 compliance form is not filled and submitted along with techno-commercial offer (Part I) 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 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 I. 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) 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 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 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). | | |

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| 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 directly 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: | |
| | <p>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.</p> <p>However, in any case, payment against dispatch shall not exceed 90% of the PO Value.</p> <p>Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:</p> <p>(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.</p> <p>(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.</p> | 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 . | |
| | 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 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 |
| 8.0 | 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 |
| 8.1 | 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 I Techno Commercial bid) | |
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|-------------|---|-----------|
| 9.0 | Delivery terms, delivery period required and evaluation process: | |
| 9.1 | 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 |
| 9.2 | 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 weeks) REQUIRED BY BHEL (SUPPLY PORTION) | 12 |
| | DELIVERY PERIOD (in weeks) OFFERED BY VENDOR (SUPPLY PORTION) | |
| | DELIVERY PERIOD (in weeks) REQUIRED BY BHEL (E & C PORTION) | 1 |
| | DELIVERY PERIOD (in weeks) 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 |
| 10.0 | 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. | |
| 11.0 | 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 |

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| | 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 . | |
| 12.0 | 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 (Delivered Duty Paid) - 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 |
| 13.0 | 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 |
| 14.0 | GUARANTEE: | |
| | Vendors shall provide a guarantee for 24 months from the date of commissioning of the equipment or 30 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 |
| 15.0 | 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 |
| 16.0 | 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) : | |

BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI
CAPITAL EQUIPMENT /MATERIALS MANAGEMENT

COMPLIANCE FORM 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 compliance form is not filled and submitted along with techno-commercial offer (Part I) 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 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 I. 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.

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).

Accepted

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 RELEASE OF PURCHASE ORDER:

Purchase Orders will be released separately for supply and service portion on the successful vendor.

Accepted

4.0 PAYMENT TERMS:

Vendor's are requested to choose and confirm one of the following payment terms (i.e. 4.1 or 4.2) and indicate the same against the appropriate row under the Vendor's Confirmation column.

4.1 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.

4.2 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)

| | | |
|------------|--|-----------|
| 4.3 | Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms: | |
| | <p>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.</p> <p>However, in any case, payment against dispatch shall not exceed 90% of the PO Value.</p> <p>Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:</p> <p>(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.</p> <p>(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.</p> | Accepted |
| 5.0 | 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%) | |
| 6.0 | Taxes & Duties: | |
| | <p>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.</p> <p>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..</p> | Accepted |
| 7.0 | Delivery terms, Delivery period required and evaluation process: | |
| 7.1 | Delivery terms: FOR BHEL, TRICHY, TAMIL NADU | 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 |
| 7.2 | Delivery period: Vendor shall comply with this required period. | |
| | Bidder should quote time period separately for 'Supply' and 'E&C' of equipment. | |
| | <p>(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.</p> <p>(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.</p> | Accepted |
| | DELIVERY PERIOD (in weeks) REQUIRED BY BHEL (SUPPLY PORTION) | 12 |
| | DELIVERY PERIOD (in weeks) OFFERED BY VENDOR (SUPPLY PORTION) | |
| | DELIVERY PERIOD (in weeks) REQUIRED BY BHEL (E & C PORTION) | 1 |
| | DELIVERY PERIOD (in weeks) 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 |

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| | 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 |
| 8.0 | 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. | |
| 9.0 | 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 (LWB 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. | |
| 10.0 | 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 FOR destination basis without any cost implication to BHEL for such short supplies shall be borne by the supplier. Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis. | Accepted |
| 11.0 | 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 |

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| 12.0 GUARANTEE: | |
| Vendors shall provide a guarantee for 24 months from the date of commissioning of the equipment or 30 months from the date of supply, whichever is earlier. The date of LWB shall be taken as the date of supply. Offers from vendors not accepting to the requested guarantee period are liable for rejection. | Accepted |
| 13.0 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 |
| 14.0 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: | |
| 15.0 Weight & Cubage of package: | |
| Approximate Net weight of the total consignment: | |
| Approximate Gross weight of the total consignment: | |
| Approximate volume of the total consignment: | |
| 16.0 | |
| The vendor to provide Business Information Report (BIR) incorporating the rating of the company by international credit rating agencies, viz., DUNS number of M/s DUN & Bradstreet (D&B) etc. | |
| We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the NIT / Enquiry and confirm that our offer has been made in line with the same and the confirmations given in the above checklist supercede any other standard information provided in our quotation. | |
| Signature with date: | (AFFIX OFFICIAL SEAL HERE) |
| Name: | |
| | |
| | (PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE) |
| | |



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.

| | |
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| 1.0 | QUOTATIONS |
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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.

| | |
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| 2.0 | PART I (TECHNICAL & UN-PRICED COMMERCIAL BID) |
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| 2.1 | Technical |
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This part shall include / indicate the following:

| | |
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| 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. |

| | |
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| 2.2 | Un-Priced Commercial |
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This part shall include / indicate the following:

| | |
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| 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. |

| | |
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| 3.0 | OPENING OF TENDERS |
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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

| | |
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| 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.

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|------------|----------------|
| 5.0 | GENERAL |
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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.

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- 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.