



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.	2631400013	02.04.2014	18.04.2014

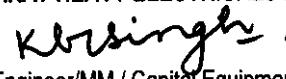
You are requested to quote the Enquiry number, date and due date in all your correspondences. This is only a request for quotation and not an order.
Please note that under any circumstances both delayed offer and late offers will not be considered. Hence vendors are requested to ensure that the offer is reaching physically our office before 14.00 hrs on the Date of tender opening.

Item	Description	Quantity	Delivery
10	Hydraulic Cylinder for 50 T CLH Testing Station as per the technical specification, BHEL commercial terms & conditions applicable (to be downloaded from web site www.bhel.com or http://tenders.gov.in)	2 Nos.	10.07.2014
20	Hydraulic Power Pack for 50 T CLH Testing Station 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.	10.07.2014

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 newspapers or any other media.

BHEL's General guidelines / instructions including bank guarantee formats and list of consortium banks, commercial terms 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 "2631400013".

<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  Engineer/MM / Capital Equipment</p>
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KUMAR GAUTAM SINGH
Engineer
MM / Capital Equipment
BHEL, TRICHY - 620 014

PART A
QUALIFICATION CRITERIA
SPECIFICATION OF HYDRAULIC POWER PACK FOR CONSTANT LOAD HANGERS (CLH) OF 50 TON CAPACITY Quantity : 1 No.

SECTION - I

The **BIDDER / VENDOR** has to compulsorily meet the following requirements to get qualified for submitting an offer for hydraulic power pack for Constant Load Hangers (CLH) of 50 Ton capacity

SI.No	Description	Vendor to specify details
1	Only those vendors (OEM'S), who have designed, supplied and commissioned at least One Number of hydraulic power pack systems with control panel of minimum pump flow 30 LPM and working pressure of more than 140 bar in the past five years (on the date of opening of Tender) and such item should be working satisfactorily for a minimum period of one year after completion of commissioning as on the date of opening of this tender.	
2	The vendor should submit following details which are necessary for qualifying their offer.	
2.1	Name and contact details like email, phone number, fax no, etc., of the customer / company where similar equipment commissioned.	
2.2	Along with Technical offer, the Vendor should submit performance certificate from minimum one customer for the satisfactory performance of the same, supplied to them in the customer's letter head. Suggestive Format Enclosed in SECTION - III	
3	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.	Bidder to accept




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BY. GENERAL MANAGER
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SECTION - II

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
1	The BIDDER / VENDOR shall submit the offer in TWO PARTS-Technical [with PART A & PART B] & Commercial and Price Bid.	
2	The offer shall contain a comparative statement of Technical Specifications given by BHEL and the offered details submitted by the Bidder, against each clause. Merely stating 'CONFIRMED' or 'COMPLIES' or 'YES' or 'NO-DEVIATION' or similar words wherever 'Vendor to Specify' details in the technical comparative statement may lead to disqualification of the Technical Offer.	
3	The Technical Offer shall be supported by product Catalogues & Data Sheets and also technical details of Bought-Out-Items with copies of Product Catalogue to the extent possible.	
4	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 the inclusion of all the accessories, toolings, attachments, auxiliary parts, spares, consumables, etc. with the main and basic equipment, to meet the technical specification requirements.	
5	BIDDER has to indicate the Country of Origin for the supply of equipment.	

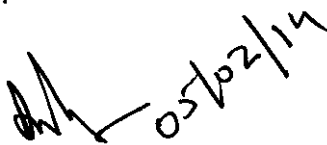



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SECTION - IIIPERFORMANCE CERTIFICATE
(On Customer's Letter Head)

1. Supplier of the machine :
2. Make & Model of the Equipment :
3. Month & Year of Commissioning :
4. Application for which machine is used :
5. Pump flow in LPM & Working pressure :
6. Performance of the Machine : Satisfactory / Good / Average /
(Strike off whichever is not applicable) Not Satisfactory
7. After Sales Service : Satisfactory / Good / Average /
Not Satisfactory
8. Any other remarks :

Date:



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DGM/M&S/B-50 & HRDC

Signature & Seal of the Authority
Issuing the Performance Certificate



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PART B

SPECIFICATION OF HYDRAULIC POWER PACK FOR CONSTANT LOAD HANGERS (CLH) OF 50 TON CAPACITY

Quantity : 1 No.

Sl.no	Description	Bidder's Offer/Comments
1	SCOPE:	Bidder to Confirm
	Design, manufacture, supply, erection and commissioning of hydraulic power pack with hydraulic cylinders and control panel for testing of Constant Load Hangers (CLH) of 50 ton capacity.	
2	SPECIFICATION:	Bidder to Confirm
	Hydraulic power pack with operating control panel for applying load to the Constant Load Hanger spring while testing in vertical direction using two double acting hydraulic cylinders of size: Cylinder Bore Diameter: 200 mm x Piston Rod dia. 110 mm x Stroke 800 mm. (The specification of the hydraulic cylinder is specified in Sl.No.5).	
3	MAJOR PARAMETERS OF POWER PACK:	Bidder to specify/confirm
	<p>Pump flow rate: Around 37.5 lpm (Shall be designed with standby system - 1 No.) System Pressure: 310 bar, Electric motor: 40 hp @ 1440 rpm, # 3 phase 415V, 50Hz Max. Tank Capacity: 250 litres (minimum) Loading while compressing the spring (during return direction of cylinder) The cylinder is mounted vertically. The hydraulic power pack should be suitable for the above cylinder to load the CLH to a maximum load of 50 tons.</p> <p>The load should be adjustable in the following 5 ranges by using electrical selector switches and variable pressure control valves.</p> <ol style="list-style-type: none">1. 0 to 2 tons2. 0 to 5 tons3. 0 to 10 tons4. 0 to 20 tons5. 0 to 50 Tons	

4	OPERATION:	Bidder to specify/confirm
	<p>The CLH Assembly will be made to hang in the testing machine. Top end of CLH will be mounted on the beam connecting the two columns of the machine into which two hydraulic cylinders one each will be installed and these cylinders will be connected by a common member. The bottom end of the CLH will be connected to this common member. While the piston moves downward during the return stroke, the common member also will move downwards and pull the springs of the CLH for testing. The load cell will be placed in the line of CLH.</p> <p>The movement of cylinder should be operated using electrical push buttons by inch mode, mounted on the operating panel. After loading the job, the load should be held for minimum 10 minutes without any pressure drop. Also the speed of the piston should be infinitely adjustable in both directions. Approx. speed required is 700mm per min. for loading and 500mm per min for unloading. Hence, suitable load holding valves and double throttle check valves to be provided in the circuit.</p>	
5	HYDRAULIC CYLINDER:	Bidder to confirm
5.1	Number of cylinders: 2	
5.2	Type of cylinder: Double Acting Hydraulic Cylinder	
5.3	Cylinder Bore Diameter: 200 mm	
5.4	Piston Rod Diameter: 110 mm	
5.5	Stroke: 800 mm	
5.6	Speed: Loading 700mm per min (approx.) Unloading 500mm per min (approx.)	
5.7	Rated pressure: 210 bar.	
5.8	Maximum working pressure: 230 bar	
5.9	Test Pressure (Proof pressure): 310 bar	
5.10	Working Medium: Hydraulic oil - ISO VG 68	
5.11	Working temperature range: 25 deg C to 60 deg C	
5.12	Installation: Vertical	
5.13	Loading: During return stroke of cylinder	

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5.14	MOUNTING AND OTHER DETAILS	
5.14.1	Piston end: 80 mm thick Male Clevis plate with 90 mm hole. Rod end: Male thread M106 x2pitch with thread length for 100 mm from end of the rod. This arrangement should be able to withstand pulling force of Min. 50 ton by two such cylinders.	Bidder to specify
5.14.2	Cylinder port size shall be 3/4" BSP and port opening shall be in line with male clevis bore.	Bidder to confirm
5.14.3	Cylinder shall be of welded construction in which gland OD in line with cylinder Outer tube OD.	Bidder to confirm
5.14.4	Layout of cylinder with detailed drawing to be submitted while quoting for offer itself.	Bidder to confirm
5.15	GENERAL POINTS	Bidder to confirm
5.15.1	Cylinder bore to be honed to a surface finishing not less than 20 micro inches or Ra 0.6 to Ra 0.4, Piston rod should be hard chrome plated to 40 microns (min) and 55 - 58 HRC (min) hardness.	
5.15.2	Latest wear resistant standard size, seals and O rings of Hunger/ Hallite/ Parker/ James Walker/ Merkel/ Simrit/ Busak & Shamban (Trelleborg) only can be used.	
5.16	Materials for construction for all hydraulic cylinder components are as follows	Bidder to Specify/Confirm
	CYLINDER TUBE	ST52-W SEAMLESS STEEL
	PISTON ROD OR RAM	C45/ EN 8/ EN 24
	PISTON	EN 8/M.S
	END COVERS/FLANGES	M.S/EN 8
	FASTENERS	HIGH TENSILE GRADE 10.9/12.8 Make TVS/UNBROKO/LPS
	SEALS & ITS MATERIALS	PU/PTFE/VITON and Makes as per enquiry.
6	HYDRAULICS:	Bidder to specify/confirm
6.1	The latest version of pumps, valves, hoses, accessories, etc., should be used with BOSCH REXROTH / EATON VICKERS/ PARKER make only unless otherwise specified.	

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6.2	The Power pack should be tropicalized for Indian conditions - for an ambient temperature of 45 deg C. Suitable oil cooling arrangement ,preferably with oil chiller(Refrigerant: R-134A/CFC free) to be provided to maintain the oil temperature within 50 deg C. Necessary digital temperature gauge should be mounted on the hydraulic power pack for measuring the oil temperature. Chiller unit shall be connected in direct type.	
6.3	All the pipe / hose fittings shall be of standard weld nipple with O-ring seating type (DIN 3865 OR Equivalent) heavy series fittings only and no ferrule joints are to be proposed in the hydraulic system. All threaded connections shall be of metric sizes.	
6.4	Pressure measuring minimess check points (preferably with 1/4" BSP stud end) to be provided, wherever required for quick pressure measuring and pressure setting while trouble shooting. One set of handheld minimess pressure gauge (glycerine filled) of suitable range with micro bore standard hose (around 1.5 m length) also has to be supplied along with the power pack.	
6.5	Fixed Pressure gauge (dial size: minimum 100 mm) with gauge isolator valve (Push and lock type), range: 0 to 500 Kg / Sq.cm. to be provided in the power pack.	
6.6	Suitable vibro-mounts, compensators (flexible bellows), delivery hose between pump and valve block, polypropylene pipe and hose clamps, etc. are to be provided to minimize the vibration induced and transmitted to the hydraulic joints.	
6.7	The oil to be used shall be of standard ISO Viscosity Grade 68Centi-Stokes at 40 deg C. The grade of oil and capacity of tank should be painted on the tank near the oil filler unit.	
6.8	The control voltages for all the Solenoids of the valves shall be of 24-V DC and all solenoid operated DC valves should have manual over-ride provision and light indicating solenoids.	
6.9	Suitable filtration system should be provided with Duplex / standby filter units. It is preferable to use re-usable type of filter elements in the system. Bidder to confirm & Furnish	



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	details.	
6.10	The power pack shall be terminated with 2 Nos. of 3/4" hydraulic hoses with end fittings and length around 10 meter each. In the power pack wherever possible seamless steel piping (Annealed and Pickled) can be used, on requirement standard length minimum flexible hydraulic hoses with end fittings can be used.	
6.11	The power pack shall be fitted with lifting hook.	
6.12	The Power pack shall be placed with suitable legs at floor level for easy maintenance.	
6.13	The system shall be designed and constructed so that components are located where they are accessible and can be safely adjusted and serviced. Hydraulic components including piping shall be accessible and fitted so as not to interfere with adjustment or maintenance. Particular attention shall be given to the location of systems and components that need regular maintenance. Manifold (Sub - plate mounting valves) shall be placed separately for easy maintenance from the power pack with tray. Note: Pump shall not be located directly on the power pack tank.	Bidder to provide the general layout details with critical dimensions (L x B x W).
6.14	Each pump should have an independent motor. Tandem pumps shall be avoided.	Bidder to confirm
6.15	Failure indication for oil level, temperature, pressure, filter clogging should be provided	Bidder to confirm & Furnish details.
6.16	All hydraulic pipelines, hoses and electrical control cables to be neatly laid out with proper clamps and flexible hose conveyors/cable drag chains (IGUS/TSUBAKI/GORTRAC) wherever required.	Bidder to confirm
6.17	Automatic shut off provision during hose failures, chiller failure, low oil level etc. Pump unloading feature during idle running to be provided for energy conservation. Details should	Bidder to specify

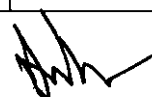
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	be submitted.	
6.18	All the components in the hydraulic power pack shall be provided with identification numbers, as per the hydraulic circuit and should be pasted with metallic identification number plates.	Bidder to confirm
6.19	Hydraulic oil will be supplied by BHEL during commissioning at BHEL works. Vendor to provide the oil during pre-dispatch inspection.	Bidder to confirm
7	ELECTRICALS:	Bidder to specify/confirm
7.1	Along with hydraulic Power pack, the supplier should provide suitable operating panel, which shall be mounted on a separate fixed stand.	
7.2	The operating panel shall have the Push button controls for main ON / OFF, pump ON / OFF, selector switch for selecting load ranges of 2 Tons, 5 Tons, 10 Tons, 20 Tons and 50 Tons, mushroom type emergency switch, Push buttons for cylinder's piston Up / Down and Load Holding in Neutral (inching mode).	
7.3	This operating panel will be located at a distance of 15 metres from the power pack. Suitable control transformer, control and power cables with cable hose to be supplied along with control panel.	
7.4	Electrical junction box with ferrule numberings to be provided in the power pack.	
7.5	One Main ON / OFF isolator switch with proper earthing to be provided in the power pack.	
7.6	Input power supply of 415v, 3 ph., 3 wires, 50 Hz with isolator will be provided by BHEL.	
7.7	The electric motor shall be of Kirloskar / ABB / Siemens/Crompton make conforming to S1 - continuous duty with IP-55 protection and EFF1 energy efficient type	
7.8	All electrical components in control panel / operating panel should be of reputed makes of Siemens / L and T / Telemecanique only.	
7.9	The operating panel should have sufficient aesthetic appearance and ergonomic to normal operation.	
7.10	All electrical terminations to be provided with suitably sized cable glands.	

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7.11	Apart from fixed operating panel, one remote control pendant having only Push buttons for cylinder's piston Up / Down and Load Holding in Neutral (inch mode) to be supplied. This remote pendant should be as small in size as possible with 5 meter cable.	
7.12	Emergency switch terminals wire shall be connected to connecting terminals.	
8	DOCUMENTATION	
8.1	Documents to be provided along with offer for technical evaluation:	Bidder to confirm
	<p>The following documents to be provided along with offer for technical evaluation. In the absence of all the required documents, the offer will not be considered.</p> <ol style="list-style-type: none"> 1. Hydraulic circuit with Bill of materials giving complete purchase specifications and make of each item. 2. Technical catalogues of pump, valves and fittings. 3. Electrical schematic and control circuit diagram with complete bill of materials including makes of each components in it. 4. Technical catalogues of oil chiller unit. 5. General assembly drawing with sealing arrangement of cylinder. 	
8.2	Documents to be provided for approval before manufacturing:	Bidder to confirm
8.2.1	<p>In case of ordering, the supplier should provide the following documents for our approval before manufacturing.</p> <ol style="list-style-type: none"> a. Hydraulic circuit with Bill of materials giving complete purchase specifications and make of each item. b. Cross sectional assembly drawing, component drawings and sealing arrangement drawings of cylinder with complete data sheets (part number) of the seals & O-rings. c. Electrical schematic and control circuit diagram with complete bill of materials including makes of each components in it. d. Electrical wiring diagram with ferrule numbers. 	



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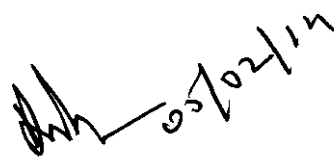
	e. Control panel and remote pendant lay-out. f. Technical leaflets of bought out items.	
8.2.2	Documents to be provided for approval before manufacturing within 4 - 7 weeks from PO/LOI.	
8.3	Documents to be supplied along with material supply:	Bidder to confirm
	<p>Three sets of the following documents are to be provided along with each power pack (Both hard binded copy and Soft copy- CD/DVD):</p> <ol style="list-style-type: none"> 1. Hydraulic Circuit (preferably with standard colouring) with Bill of materials giving purchase specifications for each item. 2. Function diagram for the entire operations of the system giving solenoid sequences, interlocks and pressure & flow parameters for each operation. 3. Pump lay out and piping lay out giving sizes of each pipe line. 4. Detailed technical Catalogues in original for all components in the system. 5. Electrical schematic/ control circuit diagram with Bill of materials giving complete purchase specification of all bought out components. 6. Electrical wiring diagram with ferrule numbers. 7. Control panel lay-out. 8. Cross sectional assembly drawings, component drawings and sealing arrangement drawings of cylinder with complete data sheets (part number) of the seals & O-rings. 	
9	TESTING, INSPECTION AND PROVE OUT	Bidder to confirm
9.1	The power pack and hydraulic cylinders will be tested at supplier's works for the operating parameters before dispatch of materials.	
9.2	The cylinder will be tested for a proof test pressure of 310 bar for a holding time of minimum 10 minutes, keeping the piston at its mid stroke position as per test procedure of Indian Standard IS-10585: 2002.	
9.3	The supplier should produce test certificate for the hardness and chrome plating thickness of cylinder for verification during pre-dispatch inspection.	

9.4	The supplier should provide all facilities for testing the above at supplier's works and prove the performance of the power pack with cylinder.	
9.5	Test certificates for hydraulic pressure testing and materials to be submitted during pre-dispatch inspection.	
9.6	The supplier should carryout erection and commissioning of the power pack system and hydraulic cylinders at BHEL, Trichy and proves out the system.	
10	GUARANTEE AND OTHER POINTS	Bidder to confirm
10.1	Installation and prove-out of the Total power pack, Hydraulic cylinders & Control panel is in supplier's scope and forms part of commissioning. Note: Fabricated column and basic machine structure with job loading arrangement, Load cell and Linear scale will be in BHEL's scope.	
10.2	The equipment should be guaranteed for a minimum of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier	
10.3	Delivery shall not exceed 20 weeks from date of Purchase order/LOI.	
10.4	The following operating spares can be listed in the offer (To be included in the scope of supply itself) Seal Kit - 1 Set in each type Hydraulic Valves - 1 No in each type Hydraulic Hose with end fittings - 1 No in each type Filters - 1 No in each type	
10.5	The metallic plate indicating the power pack hydraulic circuit drawing shall be anodized and fixed in the power pack for troubleshooting purpose suitably. (Qty: 1 No.)	
11	PAINTING	Bidder to confirm
	The outside surface of the complete power pack and cylinder shall be painted with 2 coats of red oxide primer and 2 coats of apple green paint (RAL 7011) before dispatch. If paint peels offs in between the same shall be corrected before prove out at BHEL Trichy works by supplier itself.	

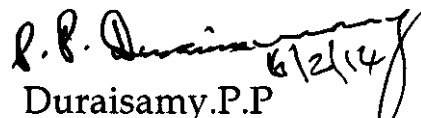
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	Standard colouring shall be followed for pipe lines and other accessories.	
12	MAKES OF BOUGHT OUT ITEMS SHALL BE AS FOLLOWS UNLESS OTHERWISE SPECIFIED	Bidder to confirm
	1.All hydraulic system: Rexroth/Eaton Vickers/Parker 2.All hydraulic hoses: Parker/Aeroquip/Gates only 3.Hydraulic filters: Rexroth/Eaton Vickers/Parker/Pall/Hydac 4.Pressure Gauge: Wika/Waree/Parker 5.All Coupling: SKF/Fenner/Hydax 6.Hydraulic fittings: Parker/Swageloc/Hyloc/HT 7.Oil Chiller: Werner finley/Rittal/ Daikin 8.Digital Temperature Gauge: Wika/Waree/Sridharan 9. Anti-vibration mounts: Lousion/Lovejoy/Trelleborg/Dunlop/Polybond 10. Hydraulic Seals: Hunger/ Hallite/Parker/James Walker/Merkel/ Simrit/ Busak & Shamban (Trelleborg) 11. Micro bore hydraulic hose: Hydrotechnik UK /Sparrow/Polyhose	
13	IMPORTANT ASPECT FOR THE SUPPLIER/VENDOR	Bidder to Specify/Confirm
	The specification provided is absolutely for educative nature for the offer. The offerer is hereby directed to get acquainted with the BHEL Trichy area conditions before submitting the offer. Anything unspecified but necessary for the equipment function shall be indicated by the vendor/supplier during quoting itself.	



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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)

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).	
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:		
	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.	Accepted
	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)	
4.1 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 in the prescribed Format of the amount, exceeding 80% of the PO value, valid till acceptance 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: 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.	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 3%)	
	In case of non-acceptance to split the cost of the equipment into supply portion and E&C portion, then the Payment of 80% against supply will be reduced to -(%)	77.00
	In such cases, the balance amount (%) payable after commissioning	23.00

6.0	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. For BHEL, Trichy: TIN No.: 33243560005 , TNGST No. 3560005, CST No. 239383 dt. 11.06.1991 & BHEL ECC No. AAACB4146PXM012, Assessment Circle: Thiruverambur 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
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.	
	(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 weeks) REQUIRED BY BHEL (E&C PORTION)	2
	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
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.	Accepted
	1) It should be typed in the INR 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.	
	Offers from vendors not accepting to submit PBG are liable for rejection.	

9.0	LIQUIDATED DAMAGES (LD):	
	<p>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).</p>	
	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:	
	<p>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.</p>	Accepted
11.0	RISK PURCHASE:	
	<p>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.</p>	Accepted
12.0	GUARANTEE:	
	<p>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 LWB shall be taken as the date of supply. Offers from vendors not accepting to the requested guarantee period are liable for rejection.</p>	Accepted
13.0	REVERSE AUCTION (RA):	
	<p>BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid" in the Reverse Auction. Nonsubmission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.</p>	Accepted

COMPLIANCE FORM NO: HPBPTRY/IND/04A	
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 or The vendor to provide Audited Balance Sheet & Annual Report signed by the Auditors (or) Bank Credit Statement signed by the Bankers for past consecutive four years (eg. 2009 - 10, 2010 - 11, 2011 - 12, 2012 - 13) from the date of tender opening.
	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.

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)
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2.1	Technical
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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
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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
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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

4.0	DEFINITIONS & OTHER TERMS
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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
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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.

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.