

BHARAT HEAVY PLATE & VESSELS LIMITED.,
(A Subsidiary Bharat Heavy Electricals Limited)
A Government of India Enterprises
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NOTICE INVITING TENDER(NIT)

**Category of Tender: TWO BID
(PRICED + UN - PRICED)**

SUB: Welding Power Sources – 500 MIG/MAG

Our Ref: **MM/2/10/2012/CAP/W-021/5021**

DATE: 08.05.2013

Sealed quotations in duplicate are invited from suppliers on **or before 30.05.2013** **SUPERSCRIBING OUR REFERENCE AND CATEGORY OF TENDER** on the cover, for supply of the under mentioned stores within the above due date, otherwise send **REGRET LETTER**, strictly subject to the Terms & Conditions attached herewith.
LATE TENDERS ARE NOT ACCEPTABLE.

ITEM No.	DESCRIPTION / SPECN. / SIZE	QTY
1.	Welding Power Sources – 500 MIG/MAG	13 No's
	Encl: 1. Qualifying Criteria PART A 3 pages 2. Technical Specifications PART B 6 Pages 3. General Terms/ commercial terms and conditions 10 pages (INCLUDING CHECK LIST)	

For BHARAT HEAVY PLATE & VESSELS LIMITED,

For Dy. GENERAL MANAGER (MM)

QUALIFICATION CRITERIA FOR 500 A MIG/MAG – PART A

QUALIFYING CRITERIA FOR THE SUPPLY OF INVERTER CONTROLLED MIG/MAG/FCAW WELDING POWERSOURCES – 500 Amps. [60% Duty Cycle]

SECTION – I

The BIDDER is expected to give complete details against each clause in the table given below and wherever necessary an additional sheet may be attached (giving clear reference number) to cover the required details.

S. No.	PARTICULARS	VENDOR'S RESPONSE
1.0	Number of Years of Experience of the BIDDER (Original Equipment Supplier) in the field of design, manufacture and supply of 'INVERTER CONTROLLED MIG/MAG / FCAW – CO ₂ WELDING MACHINES' for Radiographic Quality Welding Applications for Pressure Parts Fabrication	
2.0	YEAR of LAUNCH of the MODEL quoted against this ENQUIRY	
3.0	Number of 'Inverter Controlled MIG/MAG / FCAW – CO ₂ Welding Machines' supplied, till date in the QUOTED MODEL.	
4.0	Number of 'Inverter Controlled MIG/MAG / FCAW – CO ₂ Welding Machines–500 Amps. Rating with 60 % Duty Cycle' supplied and commissioned till date for the following category of CUSTOMERS a) High Pressure Boiler Industries b) Ship Building Applications c) Heat Exchangers / Pressure Vessels	
5.0	Details on International Standards followed in Design and Testing of Welding Machines	
6.0	Comprehensive Details, on Performance Testing of Welding Machines carried out at the Factory, to be furnished with the Technical Offer.	
7.0	Details on SERVICE-AFTER-SALES Set-Up in India including the Addresses of Agents / Service Centers in India. [Details on the number of trained personnel with field of experience to handle the service needs of BHPV in time]	
8.0	BIDDER to indicate the Country of Origin for the supply of welding machines. Machines manufactured in Countries like TAIWAN/CHINA/KOREA are not preferred.	

QUALIFICATION CRITERIA FOR 500 A MIG/MAG – PART A

SECTION – II

The BIDDER has to compulsorily meet the following requirements to get qualified for submitting an offer for the Inverter Controlled MIG / MAG / FCAW – CO₂ Welding Machine .

S. No.	REQUIREMENTS	VENDOR's COMMENTS
9.0	The BIDDER shall have a minimum of TEN Years of Continuous Experience in the Design, Manufacture & Supply of Inverter Controlled MIG/MAG/FCAW–CO ₂ Welding Machines.	
10.0	The BIDDER should have supplied a minimum of 25 numbers of Inverter Controlled MIG / MAG / FCAW – CO ₂ Welding Machines with rating 500 Amps. (@ 60 % Duty Cycle) to Customers in India. Indicate the number of such welding machines sold in India.	
11.0	Reference List of Customers and Performance Certificate from CUSTOMERS [Heavy Engineering Companies] with full contact details of CONTACT PERSON, who are the End Users of the MODEL (given under Clause No.10.0) of Inverter Controlled MIG/MAG/FCAW – CO ₂ Welding Machines.	

QUALIFICATION CRITERIA FOR 500 A MIG/MAG – PART A

SECTION – III

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

S.No.	REQUIREMENTS	VENDOR'S COMPLIANCE
12.0	The BIDDER shall submit the offer in TWO PARTS – Technical [with PART A & PART B] & Commercial and Price Bid.	
13.0	The Offer shall contain a comparative statement of Technical Specifications given by BHPV and the Offer Details submitted by the Bidder, against each clause. A just 'CONFIRMED' or 'COMPLIES' or 'YES' or 'NO-DEVIATION' or similar words in the technical comparative statement may lead to disqualification of the Technical Offer.	
14.0	The BIDDER shall assure a continuous support for SPARES and SERVICE for TEN Years, from the date of commissioning of the equipment at BHPV Works.	
15.0	The Technical Offer shall be supported by Product Catalogue and Data Sheets in ORIGINAL and complete technical details / literature on the QUOTED MODELS of Welding Power sources	
16.0	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 for the scope of supply.	
17.0	Earlier performance & field experience (service support) with BHPV / BHEL (if any) will be a reckoning factor for the technical qualification of the OFFER.	
18.0	BHPV reserves the right to verify the information provided by vendor (including visit by a team of BHPV Officials to the Customer Works of the Vendor). In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.	
19.0	The expected delivery period (including the time for Pre-Dispatch Inspection clearance by BHPV) for the welding machines is not more than THREE months from the date of issue of BHPV Purchase Order.	
20.0	Party shall demonstrate the offered machine at BHPV shops as per tender requirements within 15 days from tender submission due date.	

TECHNICAL SPECIFICATIONS FOR 500 A MIG/MAG – PART B

TECHNICAL SPECIFICATIONS FOR INVERTER CONTROLLED MIG/MAG SOLID / FLUX CORED ARC WELDING MACHINE

Sl. No.	FEATURES /BHPV SPECIFICATION	OFFER BY BIDDER	DEVIATIONS
AA.	APPLICATION :		
AA. 1	The offered equipment shall be portable and suitable for semi-automatic FCAW / MIG / MAG welding process using flux-cored and solid wires of carbon steel, low-alloy steel and stainless steel.		
AA. 2	The equipment shall be suitable for welding in all positions with pure argon, Helium, carbon-di-oxide, argon plus carbon di-oxide gas mixture, Argon plus oxygen gas mixture as shielding gas and also for welding with self-shielded flux-cored wires.		
BB.	MACHINE CONFIGURATION : [The scope of supply shall consist of the following, for each machine]		
BB. 1	Welding Power source with Transport Trolley and Wheels		
BB. 2	Wire Feeder Unit		
BB. 3	Welding Torch (2 Types)		
BB. 4	Remote Control Unit		
BB. 5	Gas Regulators for (Ar + CO ₂) Gas Mixture, Helium, Argon, Argon + O ₂		
BB. 6	CO ₂ Gas Pressure Regulator, Flow–Meter and Heater Unit		
BB. 7	Set of inter-connecting cables/hoses with quick-fix end couplings		
BB. 8	Consumables & Spares for Welding Torches (both consumable & non-consumable)		
BB. 9	Electrical & Mechanical Spares for Power source and Wire-Feeder		
BB. 10	Operation & Maintenance Manuals – Three Copies per Machine		
BB. 11	Commissioning of Equipment at BHPV Works and Performance Prove-out of the offered equipment by Supplier’s representative		
CC.	EQUIPMENT SPECIFICATION : POWERSOURCE FEATURES		
CC. 1	Type	Inverter Controlled with IGBT and Constant Potential type, even with a fluctuation of ±10 % in the Input Voltage	
CC. 2	Switching Frequency	BIDDER has to indicate the Switching Frequency of the Inverter Circuit and the make of IGBT used	
CC. 3	Current Rating	500 Amps. @ 60 % Duty Cycle with suitability for working at a minimum of 350 Amps. at 100% Duty Cycle.	

TECHNICAL SPECIFICATIONS FOR 500 A MIG/MAG – PART B

Sl. No.	FEATURES	BHPV SPECIFICATION	OFFER BY BIDDER	DEVIATIONS
CC. 4	Operating Range : a) Voltage b) Current	20 Volts to 50 Volts (continuous control) 50 Amps. to 500 Amps. (continuous control)		
CC. 5	Open Circuit Voltage	Open Circuit Voltage for the offered Power source shall be 50 – 75 V		
CC. 6	Current Setting	The variation in the set value of the welding current to the actual value, shall not exceed 1 %.		
CC. 7	Voltmeter & Ammeter	Factory Installed Ammeter & Voltmeter on the front panel		
CC. 8	Power Input	415 ± 10% V AC, 3 Phase, 50 ± 3% Hz, through a 3 Wire System [4th wire for EARTHING] – No Neutral Conductor		
CC. 9	Gas-Heater for CO ₂ - Shielding Gas	Provision of one Single Phase AC tapping point in the Power source, for the gas heater input power supply [230 V – AC Supply]		
CC. 10	Auxiliary Power for Wire-Feeder Unit	Low voltage (like 48 V) auxiliary power tapping point in the Power source		
CC. 11	Arc Strike (F.A.S.)	Instantaneous Arc Striking facility (Fresh Arc Strike)		
CC. 12	Weld Stop Condition	No globule formation at the wire tip, at the time of weld stopping		
CC.13	Gas Flow Setting	Gas Flow Check Push Button for Gas Solenoid Valve actuation in weld switch in “OFF” position.		
CC.14	Compulsory Features	The Power source shall have Features like a) Gas / Wire Inching Facility b) Spatter Control Facility c) Gas Pre-flow / Post-flow Facility d) Crater Control & Fill		
CC.15	Insulation	Class "H" preferred – Tropical Working Conditions		
CC.16	Machine Cooling	Forced Air Cooling with interlock for tripping of the welding machine.		

TECHNICAL SPECIFICATIONS FOR 500 A MIG/MAG – PART B

SI. No.	FEATURES	BHPV SPECIFICATION	OFFER BY BIDDER	DEVIATIONS
CC.17	Protection [BIDDER has to specifically furnish technical details on how these protective measures are addressed in the Machine Design]	a) Inbuilt protection for the IGBT / Power source against Thermal / Overload / Short-Circuit conditions. b) All PCBs shall be sprayed with mould coating to prevent damage from dust and grinding particles. c) Machine Design to ensure proper earthing for the machine and its peripherals d) Measures to nullify the effects of EMI (Electro-Magnetic Induction) generated		
CC.18	Portability	Under-Carriage with hard rubber lined wheels for portability of the power source by manual pushing		
CC.19	Ambient Conditions	Temperature upto + 50 ° C ; Humidity upto 93 % but both upper limits do not occur simultaneously.		
CC.20	Load Compensation	Output variation due to line voltage fluctuation, cable heating or drift due to the use of long cable, to be eliminated.		
CC.21	Power Rating	BIDDER to indicate the Maximum Power Rating [in kVA] of the Power source and the NO-LOAD Power Consumption in Watts.		
CC.22	Power Source Model	To Specify the Model of Power source Offered		
DD.	EQUIPMENT SPECIFICATION : WIRE-FEEDER UNIT FEATURES			
DD. 1	Type	4-Roll Drive [All Powered Drive Wheels]		
DD. 2	Burn-Back Control	Compulsorily to be provided		
DD. 3	Wire Sizes/Solid	0.8 mm to 1.6 mm (Solid Wires)		
DD. 4	Wire Sizes/Cored	Upto 2.4 mm (Self-Shielded and Flux Cored Wires also)		
DD. 5	Wire Feed Speed	1.0 to 18.0 mtrs. / min.		
DD. 6	Wire Feeder Motor	BIDDER has to indicate the Type of Motor used for wire feeding		
DD. 7	Wire Spool Weight	Facility to hold wire spools of 15 to 20 kgs. of weight and Spool diameter of 300 mm (Brake hub dimensions shall be as per ASME Sec II Part C 2010)		
DD. 8	Brake Torque on Wire Feeder Hub	Shall be of adjustable type.		
DD. 9	2 / 4 Track Facility	Torch latching facility to be provided compulsorily		

TECHNICAL SPECIFICATIONS FOR 500 A MIG/MAG – PART B

SI. No.	FEATURES	BHPV SPECIFICATION	OFFER BY BIDDER	DEVIATIONS
DD. 10	Feed Rolls & Guides	Suitable for 0.8 mm & 1.6mm Solid / Flux Cored wires. Suitable upto 2.4 mm Self-Shielded / Flux- Cored Wires		
DD. 11	Connector for Torch	Euro / Unitized Connector with polymedium cable		
DD. 12	Inter-connecting cables / hoses assembly	10 metres long power & control cables and gas hose assembly with plug-in and quick-fix end connectors to connect the power source and the wire-feeder.		
DD. 13	Wire-feeding capacity	Shall be suitable for feeding welding wire through Welding Torches with 4.5 metre long and 10.0 mtr. long cables [without the use of additional push or pull motor in the wire-feed line]		
DD. 14	Wire Feeder Model	To specify the Wire-Feeder Model & Weight		
EE. EQUIPMENT SPECIFICATION : WELDING TORCH FEATURES				
EE.1	Make	Only WELD-CRAFT of USA, KEMPPPI of FINLAND, OTC/DAIHEN CORPN. Of JAPAN, SAF or ESAB		
EE.2	Type	Goose-Neck, Gas cooled		
EE.3	Shielding Gas	CO 2 , Argon, Mixture of CO 2 & Argon, Helium, Argon+O ₂		
EE.4	Cable & Connector	Polymedium Cable, Euro / Unitized Connector Adapter to suit above mentioned make Torch (SI. No. EE.1)		
EE.5	Wire Sizes/Solid	0.8 mm to 1.6 mm		
EE.6	Wire Sizes/Cored	Upto 2.4 mm (Self-Shielded / Flux-Cored Wires)		
EE.7	Wire Material	Carbon & Low Alloy Steel, Stainless Steel, Aluminium, Nickel Alloy, Copper Alloy		
EE.8	2 / 4 Track Facility	Compulsorily to be provided in the Torch		
EE.9	Type A) – Rating	500 Amps. @ 60% Duty Cycle Torch with 4.5 metre long cable.		
EE.10	Type B) – Rating	500 Amps. @ 60% Duty Cycle Torch with 10.0 metre long cable.		
EE.11	Torch Models & Weight	To specify the Models and the Torch Weight for Type A and Type B ratings, in the OFFER		
FF. EQUIPMENT SPECIFICATION : REMOTE CONTROL UNIT FEATURES				
FF.1	Type	Hand Operated with 10 mtrs. long control cable with end connectors		
FF.2	Control	Stepless Variation of Welding Current & Voltage		
FF.3	Connection	Remote Control Unit to be connected to the Wire-Feeder		

TECHNICAL SPECIFICATIONS FOR 500 A MIG/MAG – PART B

Sl. No.	FEATURES	BHPV SPECIFICATION	OFFER BY BIDDER	DEVIATIONS
GG. EQUIPMENT SPECIFICATION : GAS REGULATOR, FLOW METER & HEATER				
GG. 1	Function	To regulate Gas Pressure, Flow Rate and for Heating the CO ₂ Gas, to avoid ice formation.		
GG. 2	Power	To draw from Single Phase AC Power Supply from Power source (110 V or 230 V - AC) thro' a 2 M Cable		
GG.3	Pressure Gauges	Preferred to have 2 Nos. – To indicate independently cylinder pressure and gas delivery pressure		
GG. 4	Accessories	Double glass covered flow-meter, power cable with end-connectors, electrical heating unit, gauges, etc.		
HH. SPARES :				
HH. 1	Power Source	All type of Spares including IGBTs, PCBs (Printed Circuit Board) Control-Transformers, Cooling Fans, etc. recommended for 2 years of operation on THREE shift basis (for 365 Days) shall be offered. To be LISTED ITEMWISE (To be quoted item wise & separately in Price Bid).		
HH. 2	Wire-Feeder Unit	Spares such as feed-rolls (suitable for 0.8, 1.6, and 2.4 mm dia. suitable for Solid & Cored Wires), wire-feed motor, wire guides, control PCB cards, connectors, etc. shall be offered. To be LISTED ITEMWISE (To be quoted item wise & separately in Price Bid).		
HH. 3	Remote Control Unit	Complete Set of Remote Control Unit and its Spares like Knob, Potentiometer, etc. to be OFFERED		
HH. 4	Welding Torch	Consumables & Spares such as Liners & Contact Tips (suitable for 0.8, 1.6 and 2.4 mm dia. Wires), Contact Tip Body, Gas Nozzles, Insulator, Orifice, 'O' Ring, Adaptor 'O' Ring, etc. shall be offered for all the three types of Torches. Consumable spares required : (for each equipment) Gas Nozzles : 25 Nos. of each type Contact Tips : 0.8 mm – 25 Nos. 1.6 mm – 100 Nos. 2.4 mm – 100 Nos. To be LISTED ITEMWISE (To be quoted item wise & separately in Price Bid).		

TECHNICAL SPECIFICATIONS FOR 500 A MIG/MAG – PART B

Sl. No.	FEATURES	BHPV SPECIFICATION	OFFER BY BIDDER	DEVIATIONS
II.	O & M MANUALS :			
II. 1	No. of Copies	6 (Six) sets for each type of machine		
II. 2	Language	English		
II. 3	Manual Details :	a. Manual shall contain all instructions for machine installation and welding trial testing, in sequence. b. Manual to give general circuit diagrams, showing the interconnection of various elements and also details on PCBs [Printed Circuit Board] like tapping voltages, main electronic elements' specifications and ratings, etc. c. Manual to give other details like trouble shooting chart, weld parameters selection for various base metals, etc. d. Master List of Parts & Spares used in the machine with Make, Model, Rating, etc.		
JJ.	GENERAL POINTS :			
JJ. 1	Inspection	The equipment shall be offered for inspection at supplier's works for performance evaluation by BHPV Engineers prior to despatch.		
JJ. 2	Commissioning & Testing	The equipment shall be commissioned, free of cost by the supplier's representative at BHPV Works and will be subjected to test at BHPV to the satisfaction of BHPV.		
JJ. 3	Training	The Supplier's SERVICE ENGINEER shall give training in the Operation and Maintenance (mainly on electric/electronic troubleshooting) of the Machine for BHPV Staff, after the successful commissioning of the Welding Machines		
JJ. 4	Guarantee	The equipment shall be guaranteed for a minimum of twelve months from the date of commissioning & performance prove-out at BHPV Works or 18 months from the date of supply at BHPV, whichever is earlier.		
JJ. 5	Bought-Out Items	a. The Bought-Out Items - like Motors, ICs, Relays, Contactors, Switches, Electronic Elements, etc., used in the Power source & Wire-feeder shall be of Internationally Reputed Manufacturers only. b. BIDDER has to furnish the MAKE of Bought-Out Items used in the Welding Machine, with the OFFER.		

COMMERCIAL TERMS AND CONDITIONS FOR SUBMISSION OF OFFER**1.0 QUOTATIONS**

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 Tender No., Due Date and 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 Tender No., Due Date and 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 of Tender No., due date of opening and the address and reference of the Bidder

The above offer should reach this office on or before the due date by 14.00 Hrs (IST)
Tender should not be addressed to any Individuals name but only designation to

Dy. General Manager (MM)
BHARAT HEAVY PLATE & VESSELS LIMITED
VISAKHAPATNAM - 530 012 (A P), 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.

Offers should be in ENGLISH and accompanied by technical literature catalogue and detailed dimensional drawings in ENGLISH or otherwise the offers will not be considered.

2.0 PART I (TECHNICAL & UN-PRICED COMMERCIAL BID)**2.1 Technical**

This part shall include / indicate the following:

- 2.1.1. Offer 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. Offers received without conformation 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 to be enclosed.
- 2.1.4. Relevant catalogue 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
- 2.1.7. In case of foreign bidder offer, the Principal's technical offer only should be enclosed.

2.2 Un-Priced Commercial

This part shall include / indicate the following

- 2.2.1. Port of shipment / Station of dispatch
- 2.2.2. Terms of payment

- 2.2.3. FOB/FCA price along with freight charges up to Chennai port (for foreign bidders) Ex-works/FOR Dispatch Station price along with freight charges up to BHPV Visakhapatnam (for Indian bidders)
- 2.2.4. Taxes, Service tax & duties including Cess applicable.
- 2.2.5. Delivery Schedule
- 2.2.6. Filled-in check list to be enclosed
- 2.2.7. Offer validity
- 2.2.8. Country of origin
- 2.2.9. Percentage of agency commission if any along with a copy of Agency agreement The FOB/FCA/CFR Prices quoted shall include the agency commission.
- 2.2.10. A copy of "Un-Priced Part II 'i.e., a copy of the Price Bid without the price details to be enclosed.
- 2.2.11. BHPV is eligible for availing CENVAT / VAT credit on both inputs and capital inputs. The suppliers invoice should separately indicate the amount of duty / taxes and should invariably mention the following details:
 1. The Central excise registration number, range division and commission rate of the supplier's jurisdiction.
 2. The rate of duty and 8 digit central excise tariff heading of the item supplied.
 3. The TIN, VAT, CST registration number of the supplier.

The duplicate copy of the invoice is required for availing CENVAT credit and original copy for availing VAT credit, if purchased within the state.

In case of foreign bidders the duplicate copy of the electronic Bill of Entry along with TR6 challan should be made available for availing CENVAT credit on CVD, Cess (S) and SAD.

3.0 **PART II (PRICE – BID)**

This part should contain the schedule of price particulars and to be co-related to the technical details provided in Part-I

4.0 **OPENING OF TENDERS**

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

The Part II – Price bid of technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the Price Bid opening date. Clarifications if any required by BHPV FOR Technical evaluation / commercial evaluation would be sought from Bidders before opening of Part II – price bid.

GENERAL

- 5.1 Incomplete offers will not be considered.
- 5.2 **Fixed priced:** 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 in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regards to total price.
- 5.3 **Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their home currency, which should be clearly indicated in the un-priced commercial bid as well as in the price bid. Price bid opening date/ RA date will be considered as effective date for considering exchange rate to evaluate the offers.
- 5.4 **Terms of Delivery:** Bidders are required to quote their best delivery period. Foreign Bidders should submit their offer for net FOB/ FCA – Nearest Sea Port / Air Port as well as CFR / Chennai Seaport/ Airport. Freight charges up to Chennai port to be indicated separately. Indian Bidders should submit their offer for Dispatching station as well as FOR BHPV Visakhapatnam basis. Freight charges from works to BHPV Visakhapatnam to be indicated separately. Delivery from the date of Letter of Intent to be mentioned in the offer.

5.5 **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 the purchaser will not be liable for payment of such Taxes and Duties (Our TIN No.28280189432, APGST No. VSP/04/1/1023 dated 24.08.1968. CST No.VSP/04/1/1012 dated 24.08.1968 & BHPV ECC No AAA CB 7076 N-XM001. Assessment circle Visakhapatnam.)

5.6 **Validity:** The offers for main equipment and spares shall be kept open for acceptance for a period of 120 days (one hundred and twenty days) from the dates of opening of the tender (part I)

5.7 Terms of Payment:

5.7.1 Indian Bidders:

5.7.1.1 BHEL, Trichy on behalf of BHPV (Subsidiary of BHEL) will arrange for an irrevocable, usance Letter of Credit (60 days from date of dispatch) after receipt of Inspection release note and against presentation of documents for 80% of payment (80% of basic price + 100% Taxes). And balance 20% of payment will be made after acceptance of material/commissioning of the equipment at BHPV, Visakhapatnam and on submission of Performance Bank Guarantee.

5.7.1.2 Documents to be submitted by Indian Bidders for negotiating LC:

1. Original Invoice in triplicate in the name of BHPV.
2. Original LR in the name of the LC issuing Bank
3. Original packing list in triplicate in the name of BHPV.
4. Original Test certificate in triplicate in the name of BHPV.
5. Inspection release Note.
6. One original Bank guarantee, if applicable in favour of BHPV.
7. Certificate issued by the beneficiary certifying that the materials dispatched and shown in the packing list are not less than that invoiced.
8. Insurance for 100% of the commercial invoice value made out in the name of LC issuing bank, covering all risks.
9. Any other conditions/documents as mentioned in the Purchase Order.

5.7.1.3 Additional conditions for Indian Bidders:

1. **Liquidated damages:** Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of ½% of the value of goods for each week of delay subject to a maximum of 10% of the Purchase Order value.
2. In the event of delayed presentation of documents beyond the validity for negotiation(Subject to acceptance of documents by Applicant), 5% of invoice value will be retained towards demurrage and other charges and the difference if any between actual charges and recovery will be settled between BHPV and beneficiary outside the purview of LC terms.

5.7.2 Foreign Bidders

An Irrevocable letter of Credit shall be established by BHEL, Trichy on behalf of BHPV (Subsidiary of BHEL) for 80% of FOB/FCA/CFR/ (excluding Indian Agent's commission) 2 months prior to shipment with a validity of 3 months and negotiation after shipment against shipping documents. Letter of Credit shall be opened through an authorized bank of BHEL in India. Balance 20% of FOB/FCA/CFR value shall be paid through sight draft on Commissioning & acceptance of the equipment at BHPV Visakhapatnam, against submission of 10% performance bank guarantee. All Bank charges outside India are to supplier's account. Lump sum erection and commissioning charges if any shall be payable after satisfactory erection & commissioning of the equipment by sight draft against certificate issued by the competent authority.

5.7.2.1 Documents to be submitted by Foreign Bidders for negotiating LC:

1. Original Invoice in triplicate in the name of BHPV.
2. Original bill of lading in triplicate in the name of the LC issuing bank.
3. Original packing list in triplicate in the name of BHPV.
4. One original certificate of origin.
5. Original Test certificate in triplicate in the name of BHPV.
6. Inspection release Note.
7. One original Bank guarantee, if applicable in favour of BHPV.
8. Certificate issued by the beneficiary certifying that one copy of non-negotiable documents comprising Bill of Lading, Invoice, Packing List, Certificate of country of origin and Test certificate sent to Port consignee.
9. Certificate issued by the beneficiary certifying that the materials shipped and shown in the packing list are not less than that invoiced.
10. Insurance for 110% of the commercial invoice value made out in the name of LC opening bank, covering all risks, clearly mentioning the name of claim settling agent in India. The claims will be settled in the same currency as that of LC.
11. Any other conditions/documents as mentioned in the Purchase Order.

5.7.2.2 Additional conditions for Foreign Bidders:

1. **Liquidated damages:** Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of ½% of the value of goods for each week of delay subject to a maximum of 10% of the Purchase Order value.
2. In the event of delayed presentation of documents beyond the validity for negotiation (Subject to acceptance of documents by Applicant), 5% of invoice value will be retained towards demurrage and other charges and the difference if any between actual charges and recovery will be settled between BHPV and beneficiary outside the purview of LC terms.

5.7.3 Common to both India & Foreign Bidders.

Erection & Commissioning (E&C) charges will be released after deduction of Income Taxes as per the Govt. of India rules. The TDS certificate will be issued by BHPV. Applicable service tax on E&C charges will be payable extra. The liability of depositing the same to the Govt. will be of the supplier.

- 5.7.4 Loading criteria common to both Indian and foreign bidders:** Vendor should accept the payment terms specified above. However for any deviation to the payment terms offered with reference to the above criterion will be loaded with prime lending rate of SBI prevailing on date of opening of price bid + %, which shall be computed for the differential period between BHPV terms of payment and the offered payment terms by vendor.

- 5.8 DUNS number (allotted by M/s. DUN & Bradstreet) shall be mentioned in your offer.
- 5.9 **Guarantee:** The equipment shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of commissioning and acceptance whichever is earlier.
Offers from vendors not accepting to the requested guarantee period will be rejected.
- 5.10 **Contract Execution Bank Guarantee (CEBG):** The successful tenderer shall furnish a Bank Guarantee from any Nationalized Bank for 5% of Purchase Order value (FOR Dispatching station value – Excluding taxes, duties, freight & insurance – for Indian bidders) & (FOB/FCA value – excluding freight & insurance – for foreign bidders) confirming that the order will be executed as per the terms and conditions and this should be valid till final dispatch date (LR/GR/BL/AWB) with additional 2 months claim period. Letter of Credit will be processed only after receipt of CEBG. The CEBG is to be furnished within 3 weeks from the date of Purchase order.
Offers from vendors not accepting to submit CEBG will be rejected.
- 5.11 **Performance Bank Guarantee (PBG):** The supplier shall furnish a Bank guarantee from any Indian Nationalized Bank approved by BHPV in the format, given by BHPV along with purchase order for 10% of the Purchase Order value (FOR Dispatching station value – Excluding taxes, duties, freight & insurance – for Indian bidders) & (FOB/FCA value – excluding freight & insurance – for foreign bidders) valid for period of guarantee with additional claim period of 2 months.
Offers from vendors not accepting to submit PBG will be rejected.
The CEBG & PBG shall be obtained from any Indian Nationalized Bank/ Scheduled Commercial Banks.
- 5.12 **Liquidated damages:** Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of ½% of the value of goods for each week of delay subject to a maximum of 10% of the Purchase Order value.
- 5.12.1 **Loading Criteria for Liquidated Damages:** Any deviation from above LD Clause to the extent for which LD is not agreed by the vendor i.e., differential % value will be loaded on basic price, e.g. If some vendor agrees for say maximum of 6% LD then his price will be loaded by 4% (10 – 6) of his quoted basic price.
- 5.13 **Risk purchase:** If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHPV will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller 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.
Offers from vendors not accepting the above Risk Purchase terms will be rejected.
- 5.14 **Indian Agent & Agency commission:** An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The FOB/FCA/CFR price quoted by the Foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the offer. This will be paid by BHPV in India Rupees, on satisfactory commissioning & acceptance of the equipment. Copies of current Agency Agreement / Authorization Letter in respect of Agency Commission shall be furnished along with offer. For calculation of Rupee equivalent of Agency Commission exchange rate as prevailing on the date of Purchase Order will be taken.
- 5.15 **Short shipment / Warranty replacement:** In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the supplier. Any warranty replacement during the warrantee period shall be on FOR, BHPV - Visakhapatnam, basis.

- 5.16 **Inspection & Testing:** All goods shall be subject to inspection by BHPV or its authorized representatives at supplier's works or at BHPV 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 at BHPV, Visakhapatnam.
- 5.17 **Operating and Maintenance manuals:** The Bidders shall clearly mention in their offer that Operating Maintenance Manuals as called for in the Technical Specification in the required number of copies will be provided.
- 5.18 **Cenvat & VAT credit. (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 charges to us. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to the purchaser.
- 5.19 **Packing:** The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involves for normal 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.
- 5.20 **Salient Points of HSE** (Health, Safety & Environment) that are to be considered while submissions of offer are:
- 5.20.1 Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuels/chemicals)
- 5.20.2 Competency requirements for operation, maintenance and calibration, if any, shall be communicated
- 5.20.3 If any Hazardous chemicals as per MSIHC (Manufacturing, Storage and import of Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided, along with on site & OFF site emergency plan (as applicable).
- 5.20.4 The noise level at operator level shall be within 90 Dba
- 5.20.5 OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified
- 5.20.6 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
- 5.20.7 The supplier shall submit the layout drawing of operating controls, displays etc and operating instructions to enable ergonomics evaluation and approval
- 5.20.8 The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished
- 5.20.9 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.
- 5.20.10 Details of all hazardous / harmful substances discharges 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)

- 5.20.11 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.
- 5.20.12 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.
- 5.20.13 wherever industry specific standards are not available for control of pollutants, general emission standards shall be used
- 5.20.14 Chemicals banned due to their negative impact on the environment shall not be used on the process
- 5.20.15 Fuels with sulphur content less than 0.05% shall be proposed.
- 5.20.16 Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process.
- 5.20.17 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.
- 5.20.18 Primary materials used in the equipment shall be specified and they shall be eco - friendly.
- 5.21 Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHPV).
- 5.22 BHPV also reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy.
- 5.23 BHPV reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at another project / unit.
- 5.24 BHPV 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 BHPV.
- 5.25 BHPV reserves the right to go for a Reverse Auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.

GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications. BHPV may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHPV will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHPV will inform the vendor in writing in case of reverse auction, the details of service provider to enable them to contact & get trained.

4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
 5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
 6. BHPV will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHPV like Packing & Forwarding charges, taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHPV standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
 7. Reverse auction will be conducted on scheduled date & time.
 8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
 9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHPV through Service provider within 24 hours of Auction without fail.
 10. 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 business with BHPV as per prevailing procedure.
 11. In case BHPV decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHPV shall be opened as per BHPV’s standard practice.
- 5.26 **Force Majeure clause:** If at the time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be 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) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist, if the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event 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 of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

CHECK LIST

Bidder's acceptance to BHPV's Standard Commercial Terms & Conditions.

Applicable for Indian bidders

(To be submitted along with the offer – please do not change the format)

BHPV Tender No: & Date:	Bidders Confirmation / response
Prices have been quoted on "FIRM PRICE" basis only (Yes / No)	
Prices have been quoted on "F.O.R BHPV" basis only (Yes / No)	
P & F (Please confirm whether included or not)	
Freight (Please confirm whether included or not)	
Insurance (Please confirm whether included or not)	
Validity of offer (we require a minimum period of 120 days from the date of Tender Opening – please Specify)	
Sales Tax (please Specify)	
Excise Duty (please Specify)	
Delivery period from the date of Purchase Order (please Specify). A loading @ ½ % of the Purchase Order value per week will be done for the grace period requested. For evaluation 4 weeks will be considered as one month. Vendors quoting a delivery period beyond the 'the requested delivery plus the allowed grace period' is liable for rejection.	
Liquidated damages as per clause 5.12 (we require acceptance to @ ½% per week subject to a maximum of 10%) (Yes / No)	
Risk Purchase as per clause 5.13 (Yes / No) (Offers from vendors not accepting the Risk Purchase terms will be rejected)	
Payment terms (As per Clause No. 5.7.1) (Yes / No)	
Contract Execution Bank Guarantee (CEBG) as per Clause 5.10 (Yes / No) (Offers from vendors not accepting to submit CEBG will be rejected)	
Performance Bank Guarantee (PBG) as per Clause 5.11 (Yes / No) (Offers from vendors not accepting to submit PBG will be rejected)	
Guarantee as per clause 5.9 (The equipment shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of commissioning and acceptance whichever is earlier) (Yes / No) (Offers from vendors not accepting to the guarantee period will be rejected)	
Inspection (please Specify the Place of Inspection)	
Erection & Commissioning/ Installation/ Training (Please confirm whether charges are included in the total cost or not)	
Approximate Net Weight of the total Consignment	
Approximate Gross Weight of the total Consignment	

Signature & Office Seal of the bidder

CHECK LIST

Bidder's acceptance to BHPV's Standard Commercial Terms & Conditions.

Applicable for foreign bidders (To be submitted along with the offer – please do not change the format)

BHPV Tender No: & Date:	Bidders Confirmation / response
Prices have been quoted on "FIRM PRICE" basis only (Yes / No)	
Prices basis (FOB/CFR/CIF – Please Specify)	
Insurance (Please confirm whether included or not)	
Validity of offer (we require a minimum period of 120 days from the date of Tender Opening – please Specify)	
Currency in which quoted (please Specify)	
Port of loading (please Specify)	
Country of Origin (please Specify)	
Delivery period from the date of Letter of Intent (please Specify) A loading @ ½ % of the Purchase Order value per week will be done for the grace period requested. For evaluation 4 weeks will be considered as one month. Vendors quoting a delivery period beyond the 'the requested delivery plus the allowed grace period' is liable for rejection.	
Liquidated damages as per clause 5.12 (we require acceptance to @ ½% per week subject to a maximum of 10%)	
Risk Purchase as per clause 5.13 (Offers from vendors not accepting the Risk Purchase terms will be rejected) (Yes / No)	
Payment terms (As per Clause No. 5.7.2)	
Agency commission (refer clause 5.14)	
Contract Execution Bank Guarantee (CEPG) as per Clause 5.10 (Yes / No) (Offers from vendors not accepting to submit CEBG will be rejected)	
Performance Bank Guarantee (PBG) as per Clause 5.11 (Yes / No) (Offers from vendors not accepting to submit PBG will be rejected)	
Guarantee as per clause 5.9 (The equipment shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of commissioning and acceptance whichever is earlier). (Offers from vendors not accepting to the requested guarantee period will be rejected) (Yes / No)	
Inspection (please Specify)	
Erection & Commissioning/ Installation/ Training (Please confirm whether charges are included in the total cost or not)	
Dimension of the Largest Part (please Specify)	
Packing Schedule (No of containers and their Sizes) (please Specify)	
Approximate Net Weight of the total Consignment (please Specify)	
Approximate Gross Weight of the total Consignment (please Specify)	

Signature & Office Seal of the bidder