

 <p>432-022</p>	<p>ENQUIRY VALVES</p>	<p>Bharat Heavy Electricals Limited (A Government of India undertaking) HIGH PRESSURE BOILER PLANT PURCHASE DEPARTMENT/VALVES TIRUCHIRAPPALLI-620 014.</p>	<p>Phone:07418494698 & 0431-2577146 FAX : 0431-2520383 Email: bppreddy@bheltry.co.in pr@bheltry.co.in</p>
	<p>ENQUIRY NO.</p>	<p>DATE</p>	<p>DUE DATE FOR QUOTATION</p>
	<p>EN-VAL-OT-1005</p>	<p>27.05.2013</p>	<p>17.06.2013</p>
<p>Please quote Enquiry No., and due date in correspondences This is only a request for quotation and not an order.</p>			
<p>Supply of Fully Machined Heavy Medium, Reheat and Quick closing Non return Valve Body castings as per TDC:0:433/REV 0.</p> <p><u>Date , Time & Venue of tender opening :</u></p> <p>17.06.2013 at 15.30 Hrs. at Valves Purchase Conference Hall , Building No 24, III Floor BHEL, Tiruchirappalli-620 014, Tamil Nadu State, India.</p>	<p><u>Scope of supply</u></p> <p>Supply of Machined Heavy Medium, Reheat and Quick closing Non return Valve Body castings as per TDC:0:433/REV 0.</p> <ul style="list-style-type: none"> - Bill of Quantities Refer Annexure –A. - Required delivery and for other terms and conditions – Refer <p>a) Special terms and Conditions, Annexure-B b) Enquiry Instructions for Fully Machined Castings</p>		
<p>The rate of Excise Duty and Sales Tax, Prevalent on the date of quotation, should be clearly indicated in the quotation itself.</p> <p>Please, submit your lowest quotation in duplicate subject to our terms and conditions , for the above materials, so as to reach us on or before the due date by 14.30 Hrs. (IST)</p> <p>Quotation will be opened at 15.30 Hrs. (IST) on the due date in the presence of tenderers who may like to be present.</p> <p>Late tenders are liable to be rejected.</p>	<p style="text-align: center;">Yours faithfully,</p> <p style="text-align: center;">For Bharat Heavy Electricals Ltd</p> <p style="text-align: center;">B Rajendra Prasad Reddy ET/Purchase/Valves</p>		



BHARAT HEAVY ELECTRICALS LIMITED

Tiruchirappalli-620014

Materials Management – Valves

ENQUIRY INSTRUCTIONS – FOR FULLY MACHINED CASTINGS

1. The rates shall be quoted only on the basis of unit price for **Radiographic quality fully machined Steel Casting** as per Annexure – A, conforming to the Technical delivery conditions, drawings & special terms and conditions.

The quoted unit rate shall be inclusive of following parameters:

- Pattern Development Cost
 - Casting Cost
 - Testing and Inspection Charges
 - Machining Charges and other tender requirements if any.
2. *The unit price shall be quoted on “CFR-Cost and Freight Chennai Sea port” or “FOR – BHEL Trichy” basis in case of import and indigenous vendors respectively.*
 3. *“The lead participant to the tender should be a Casting Manufacturer with in-house machining facility, details of which have to be provided to BHEL. In case of outsourcing of machining facilities BHEL intends to satisfy itself that the vendor has arrangement for machining. A document for the tie up/MOU/Purchase order on machining house has to be provided with the details of machining facility available along with the Techno Commercial Bid Documents.”*
 4. *In case of foundry other than well-known foundry, they should have approval for witness pouring by IBR / IBR authorized inspection agency.*
 5. In respect of radiography, for sample casting RT is to be carried out on entire area of the casting and for bulk the RT shooting sketch going to be used should be approved by BHEL / NDE.
 6. First sample casting (As cast) is to be inspected by BHEL / QC at vendor works after review of DR, RT and MPI reports. On acceptance of casting, clearance for machining would be given and machining has to be carried out at IBR approved machining firm. After completion of machining, BHEL approved TPI or BHEL personnel / IBR approved TPI will inspect the machined castings and provide Inspection Report (IR) for indigenous and import respectively.
 7. List of customers to whom same or similar castings have been supplied along with performance certificates to be enclosed.

8. For evaluation of the tender, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Techno Commercial Bid opening date) shall be considered.

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

Submission of Bids:

1. Offers are invited in two parts.

A) Techno Commercial Bid (PART – A):

- Techno commercial bid covering technical conditions, delivery conditions and all commercial conditions except price and a filled up copy of Annexure–F without price, indicating “QUOTED/NOT-QUOTED” for the Bill of Quantities.
- *To those vendors who are not in BHEL Product Material Directory (PMD), the following additional conditions are applicable over and above the general condition.*
 - *The vendors should submit the techno-commercial offers along with duly filled supplier registration forms (SRF) which can be down loaded from our website www.bhel.com and supporting documents to the data filled in SRF. Over and above this the foreign bidder has to submit the **M/s D & B (M/s DUN & BRADSTREET) statement** along with Techno-commercial offer.*
- *Further vendor to furnish list of manufacturing and inspection facilities along with the company product catalogues.*
- *For vendors who are registered as a permanent vendor in other BHEL units can submit the following details:*
 - a) *Name of the BHEL unit – Under which the vendor was registered as permanent vendor and date of registration.*
 - b) *Vendor Code and Vendor performance rating.*
 - c) *Nature of items supplied along with the material specifications and technical requirements.*

B) Priced Bid:

- Priced bid covering only price as per Annexure – G.

The Bidder 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 A- Technical and commercial bid", indicating Enquiry No., Due Date, Address and Reference of the Bidder.

Envelope II: This sealed envelope should contain price details. This envelope should be clearly marked as "Part B - Priced bid" indicating Enquiry No., Due Date, address and Reference of the Bidder.

Both the envelopes (Part A & B) shall be put in one cover, duly sealed, super scribing as Part A and Part B of Enquiry No., due date of opening and the address and reference of the Bidder.

The above offer should reach the following office address on or before the **due date 17.06.2013** by 14:30 hours (IST). Late offers will not be considered in any circumstances.

**TENDER BOX/PURCHASE/VALVES
III FLOOR, BUILDING 24
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI – 620014
TAMILNADU, INDIA**

General Term and Conditions:

1. BHEL reserves the right to finalize the tender either through price bid opening or through Reverse Auction route. General terms and conditions of Reverse auction is enclosed vide Annexure-E for reference.
2. The rates shall be quoted separately for each item in the format as given in the Annexure-G.
3. **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. 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 regard to total price. Corrections in the priced bid are to be avoided. If, any the same shall be attested.
4. Evaluation of offers shall be on the basis of delivered / landed cost (Net cash outflow to BHEL).

5. **Indian Agent & Agency commission:**

- a) An Indian Agent can represent / submit offer of only one original equipment manufacturer (OEM) against a particular Tender. If any Indian agent represents two or more than one original equipment manufacturer (OEM) against the same tender, then the offer will be rejected.
- b) The **CFR – Cost and Freight Chennai Sea Port, price quoted by the Foreign bidder shall include the agency commission.** *The bidder shall furnish authenticated copy of the Agency Agreement detailing the precise relationship between them and their mutual interest in the business so as to consider the offer of the Indian Agent for the indigenous portion of the supply.* For the main equipment, the offer should be from Principal / Original Equipment Manufacturer. *The bidders have to furnish original Authorization Letter for the Indian Agent along with the techno commercial offers.*

6. **BHEL reserves the right**

- To negotiate or re-float the tender in case the quoted prices are not acceptable. To counter-offer with vendors other than L1, in order to have broader vendor base for ensuring delivery and the ordering will be done in the ratio of 60:40 (L1: L2).
- To increase or reduce the tender quantity and not to order for some or all castings based on changes in project requirements.
- To visit vendor works during the execution of the contract, process of manufacture along with the end customer for inspection and testing of the castings at vendor/ sub-vendor's works.
- **To reject the offer of a particular bidder due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.**

7. **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, BHEL, Tiruchirappalli - 620014, basis.

8. *Point by point technical confirmations of all pages of our technical specifications are required with your sign and seal along with the techno Commercial offer (Part-A).*

9. In addition to all the above conditions, Special terms and conditions as per Annexure – B and BHEL standard terms and conditions Annexure – C (Imports & Indigenous) shall also be applicable for this enquiry.

10. *The Drawings and Technical documents given in this enquiry are the sole property of BHEL. This should not be misused in any form.*

Tender Evaluation Methodology:

1. The tender will be floated in two part bid system Viz. i) Techno Commercial bid and ii) Priced Bid.
2. Techno Commercial Bid will be opened on the due date of the tender. The offers submitted by the bidder will be evaluated against the tender conditions. In case of New bidders:
 - **Indigenous Bidders:** The supplier registration forms will be evaluated and also BHEL team will visit the vendor works to know the capacities / capabilities / credentials of the foundry. If found suitable then their offer / quotation will be considered for further evaluation. If not, offer / quotation will be rejected.
 - **Foreign Bidder:** The supplier registration forms and M/s DUN & BRADSTREET statement will be evaluated, if found suitable then their offer / quotation will be considered for further evaluation. If not, offer /quotation will be rejected.
 - **Who have already registered in other BHEL units,** if the nature of items supplied to the other BHEL units along with technical requirement and VPR found acceptable then bidder will be considered for registration.
3. The bidders qualified in Techno-commercial bid evaluation will be pre-intimated for participating in Priced bid opening / Reverse Auction. The L1 bidder will be decided based on the Landed cost to BHEL.

B. Rajendra Prasad Reddy
ET/Purchase/Valves

Enclosures:

- | | |
|----------------------------------|---|
| 1) Annexure – A | : Bill of Quantities |
| 2) Annexure – B | : Special Terms and Conditions |
| 3) Annexure – C | : Standard Terms and Conditions
Import
Indigenous |
| 4) Annexure – D | : Performance Bank Guarantee Format |
| 5) Annexure – E | : General Terms and Conditions for Reverse Auction |
| 6) Annexure – F | : Techno-Commercial Bid Format |
| 7) Annexure – G | : Priced Bid Format |
| 8) Annexure – H | : List of consortium Banks |
| 9) Annexure – I | : IBR Approved Inspection agencies |
| 10) Annexure – J | : TDC for Untoleranced dimension |
| 11) Technical Delivery Condition | : TDC:0:433 / REV 0 |
| 12) Drawings | : Casting Drawings
Machined Drawings |

Bill Of Quantities

SI No	ITEM DETAILS						Casting Wt (Kg)	Qty
	RM.Code	Description	Cast Drg	M/C Code	M/C Component Description	M/C Drg		
1	922030780000	BODY-38-C600-GV-BW-WCC-F999	1VF99905256R/000/00	932028150000	BODY-F999	2VF99914788/000/00	6900	11
2	922030730000	BODY-38-C300-FV-BW-WC9	2VZ07714787R/002	932027618000	BODY ROUGH	2VZ07714840/00	3542	11
3	922030990000	BODY-38-C300-FV-BW-WCB	2VZ07914787R/001	932028748000	BODY ROUGH	2VZ07914840/00	3542	11
4	921528070000	BODY 32"600CL SPL WC9-LA14	2VLA1417555R/00	931225039000	BODY ROUGH 32" 600CL SPL WC9-LA14	2VLA1417628/000/00	6675	6
5	921528420000	BODY 32"900CL WC9 SPL-LA41	2VLA4117615R/00	931226319000	BODY ASSEMBLY 32" 900CL WC9 SPL-LA41	2VLA4117627/000/00	8870	4
6	921528610000	Body 44"150CL WC9-LA54	1VLA5413049R	954600110000	BODY ASSEMBLY 44" 150CL WC9-LA54	2VLA5417625	5035	10
					Grand Total			53

Special Terms and Conditions

1. Material shall be supplied as per the Technical delivery conditions – TDC:0:433/REV 0, drawing and other special requirements as given in Purchase order.
2. *On placement of purchase order, the vendor shall make ready one sample casting (In As cast condition) in each of the ordered items at one point of time to enable BHEL to depute their Quality personnel / IBR authorized inspection agency for inspection of the sample casting (As cast) and Quality documents. The vendor shall make available original RT films, dimensional reports, and other quality documents to BHEL / IBR authorized Inspection Agency during inspection.*

*On acceptance of sample casting (In As cast condition,) vendor can start bulk pouring. Further BHEL / IBR authorized inspection agency will give the clearance for machining and the machining has to carry out in the IBR approved firm. On completion of machining, BHEL authorized TPI or BHEL personnel / IBR approved TPI will inspect the machined casting at machine shop itself for indigenous & import respectively and **Inspection Report (IR)** will be submit to BHEL.*

On successful acceptance of the sample (Casting in Machined condition) by BHEL authorized TPI or BHEL personnel / IBR approved TPI at machining works, the sample can be dispatched to BHEL along with all relevant documents.

3. In the event of non-clearance of sample/inability of the vendor to develop the castings as per BHEL requirements, BHEL will have the right to cancel the PO without any financial implication to BHEL.
4. All castings shall be supplied free of defects like shrinkage, hot tears and process variable defects like sand inclusion, slag inclusion, gas entrapment etc. If any casting is found defective at foundry, the same shall be upgraded at foundry itself before dispatch to BHEL with necessary documentation.
5. Any defects found during in process (WIP) such as Machining/Assembly/Hydro test of the valves, the minor repairs shall be undertaken by BHEL and the entire cost of such repairs shall be borne by the vendor. If the defects are found to be major, such castings will be rejected and in such a case the vendor shall replace all the defective castings on FOR/BHEL Tiruchy-14. To ensure the guarantee of supplies, a Performance Bank Guarantee (PBG) for 10% of order value for a period of 18 months from the date of dispatch with an additional claim period of 2 months as per the format given in Annexure D. The PBG shall be submitted along with payment documents.
6. Separate charges shall not be paid for Test bar and Test certificate supplied by vendors. Test bar / Plates for welding procedure qualification as well as for audit check shall be supplied by vendors free of cost whenever required by BHEL.
7. No price variation clause is acceptable, i.e. the price of the item quoted by the bidder shall be firm throughout the period of the contract.

8. BHEL Expected Delivery:

- To develop the casting samples (As cast) in each size within 2 months from the date of placement of order. On successful acceptance of sample casting (As cast), vendor can proceed for machining and for bulk pouring of castings. Machined sample have to deliver by the end of subsequent month.
- The vendor has to deliver the remaining ordered castings in each size progressively in the subsequent 4 months from the date of acceptance of sample castings (As cast).
- Those vendors already having pattern/s and are willing to participate in the tender, the sample development time is restricted to one month.
- ***Vendors having BHEL orders for castings would be considered against this tender only if their capacity and delivery are meeting BHEL requirements for the existing orders and the current requirement.***
- *Vendor to confirm/quote their delivery schedule/ in "Unpriced bid", which can be mutually discussed and settled;*

9. Radiography :

Radiographic inspection shall be carried out as per TDC:0:433/REV 0 for the applicable ordered valve Castings. All the applicable radiography films shall be dispatched to BHEL either before the dispatch of castings or along with the castings.

BHEL may conduct radiography and MPI examination as audit check on any casting at frequent intervals and the castings should satisfy the quality requirements as spelt out in TDC:0:433/REV 0.

10. Qualified NDE personnel at vendor's works shall carry out RT and MPI examination on all the ordered castings as per BHEL- Technical delivery conditions – TDC:0:433/REV 0.
11. All the castings shall be subjected to chemical, mechanical tests etc., as per TDC:0:433/REV 0 and the relevant test certificate shall accompany the consignment. All castings shall also be subjected to impact tests as called for in the TDC and the testing charges shall be borne by the vendor.
13. Liquidated damage clause will be applicable for delayed supplies @ 0.5% per week or part thereof subject to a maximum of 10%.
14. **Risk purchase clause:**

BHEL shall 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 thereof which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid. The supplier shall be liable for the losses, which BHEL may sustain by way of such risk purchase in addition to aforesaid penalty for delayed delivery.

15. Guarantee clause:

The vendor shall give a guarantee of eighteen months from the date of acceptance of the castings at BHEL.

16. Force Majeure:

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed a waiver of time in respect of remaining deliveries.

17. Disputes:

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

18. Jurisdiction:

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

In addition to all the above conditions, BHEL Standard Terms & Conditions and the requirements spelt out in the Enquiry Instructions - For Fully Machined Castings shall also be applicable for the orders to the extent they are not superseded by the above conditions.



BHARAT HEAVY ELECTRICALS LIMITED
Tiruchirappalli
Materials Management – Valves

Standard Terms & Conditions for Import Bidders

1. Quotations / Offers:

- a) Offer in ENGLISH LANGUAGE in a SEALED COVER SUPERSCRIBING the Enquiry Number, due date and the address & reference of bidder shall be submitted to

THE AGM
PURCHASE (C&F) & Stores / VALVES
GOVERNMENT OF INDIA
ACCOUNT: BHARAT HEAVY ELECTRICALS LIMITED
UNIT: TIRUVERUMBUR
HIGH PRESSURE BOILER PLANT
P.O. TIRUCHIRAPPALLI - 620 014
TAMIL NADU, INDIA

Offers should be firm on the basis of **“CFR-Cost and Freight” Chennai Sea Port**. Shipping specifications and the earliest delivery should be indicated in the offer.

In case overseas suppliers route their offer through their accredited selling agents, a letter of authority should be furnished mentioning the name and address of their selling agents who are authorized to bid, negotiate and conclude a Contract on their behalf.

- b) **Regulations:** 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 figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail. Unit prices shall be considered correct in the event of discrepancy with regard to total price.
- c) **Two Bid System:** The offers are invited in two part bid system (Techno commercial & priced Bid). First the Techno Commercial bid will be opened. Techno-commercially suitable vendors alone will be intimated for participating in **priced bid opening or Reverse Auction**.
- d) **Late Tenders:** Late tenders shall not be considered under any circumstances.
- e) **Catalogue:** Manufacturer’s name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.

- f) **Acceptance of offer:** The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
- g) **Samples:** Wherever possible samples should be submitted separately whether specifically requested or not so as to reach the purchaser on or before its due date of the enquiry. They should be clearly marked with the enquiry No. and the date on the outside cover to facilitate identification.

2. Commercial Terms and Conditions:

a) Agency Commission:

- If any that should be clearly mentioned in the offer (Both PART-A and PART-B). The bidder shall furnish the copy of Agency agreement and Agency authorization letter along with the Techno-commercial offer.
- If Overseas Principal has any tie up with any third party in respect of Agency Commission it should be declared while submitting the offers.
- Copies of current Agency / Agreemental Authorization Letter in respect of Agency Commission shall be furnished along with order, if not made available earlier.

b) Validity:

The offers shall be valid for **120 days** (One hundred twenty) days from the date of opening / Due date of the Techno Commercial Bid (PART – A).

c) Test Certificate:

The tenderer shall clearly mention in their offer, that the Test Certificate, as called for in the technical specification, in the required number of copies will be provided at no extra cost.

d) Terms of Payment:

100% payment shall be made after 45 days on acceptance of castings at BHEL Trichy Stores.
Documents required from vendor for Payment:

- a) Bill of lading
- b) Packing list & Invoice
- c) Country of origin Certificate
- d) Test Certificates / Compliance Certificate
- e) A Certificate that:

One copy of Tests / Compliances Certificate with non-negotiable documents, comprising of House Airway Bill, Invoice, Packing list, Country of origin Certificate, applicable drawings and catalogues, duly signed and stamped, have been sent separately to the port Consignee, purchaser

Attn: AGM / Purchase Department/ Valves, BHEL, Tiruchirappalli 620 014, India

And to Senior Manager / Finance, Import Section, BHEL Tiruchirappalli 620 014, India

a) Bank Guarantee:

The supplier in the event of an order should furnish a Bank Guarantee from a consortium Bank at no extra cost in a proforma which will be supplied to the supplier, along with the order, for an amount equivalent to **10%** of the value of the contract. The Bank Guarantee should remain in full force and effect during the period that would be taken for successful completion of the contract and shall continue to be enforceable till 12 months from the date of receipt of consignment at purchaser's site or 18months from the date of last shipment at the Port of Delivery whichever is earlier.

b) LD / penalty and interest on advances for delay in delivery:

If the supplier fails to deliver the Raw Materials / equipment / components within the period specified in the contract the Purchaser shall deduct Liquidated Damages a sum equivalent to 0.5% of the price for each week of delay upto a maximum of **10%** of the price of the delayed / undelivered goods.

c) Note to the Beneficiary:

1. All documents are to be in "**ENGLISH LANGUAGE**" only.
2. Description of the material is to prefix by the word "**BOILER COMPONENTS / MACHINERY SPARES**" (if not otherwise required by the contract).
3. Contract No., L.C. No. and Import License No. are to be inducted in all documents.
4. Invoice should show the description of the goods and the unit rate of each item as in the purchase contract.
5. Packing list must indicate case identification, case dimension, and case contents, gross and net weight.
6. Against each item in the invoice and packing list, the serial number of the corresponding item in the purchase contract or as per order acknowledgement should be indicated.
7. Demurrage charges due to delayed presentation of the original shipping documents for the reason not attributable to the buyer should be borne by the seller.
8. All documents should be submitted in triplicate.
9. Please avoid ODC (Over Dimensional Consignment) to the Air consolidation agent and inform us before packing the material of ODC condition.



BHARAT HEAVY ELECTRICALS LIMITED
Tiruchirappalli
Materials Management – Valves

Standard Terms & Conditions for Indigenous Bidders

1. Quotations:

- a) **Submission of Tender:** Each tender should be sent in double cover, should be sealed and super scribed with correct Tender No., item of supply and due date of opening. The outer cover should only bear the address of this office and should not have any indication that a tender is within. Two or more quotations should not be sent in one cover but the quotation against each tender should be sent separately to avoid confusion. Tender should not be addressed to any individual's name but only by designation as below.

AGM/Purchase (C&F) & Stores / Valves
High Pressure Boiler Plant
Bharat Heavy Electricals Limited
Tiruchirappalli – 620014, TamilNadu, India

- b) **Regulations:** 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 figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
- c) **Two Bid System:** The offers are invited in two part bid system (Techno commercial & priced Bid). First the Techno Commercial bid will be opened. Techno-commercially suitable vendors alone will be intimated for participating in **priced bid opening or Reverse Auction** (Rules of reverse auction attached as Annexure-E).
- d) **Late Tenders:** Late tenders shall not be considered under any circumstances.
- e) **Catalogue:** Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
- f) **Acceptance of offer:** The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.

- g) **Samples:** Wherever possible samples should be submitted separately whether specifically requested or not so as to reach the purchaser on or before its due date of the enquiry. They should be clearly marked with the enquiry No. and the date on the outside cover to facilitate identification.

2. Commercial Terms and Conditions:

- a) **Terms of Payment:** Payment will be made only after 45 days from the date of acceptance of material at BHEL stores. Where required by the purchaser, the successful tendered must send the operation and maintenance manuals, test certificates, drawings, etc., for the materials should be sent immediately after dispatch of the materials and a statement to that effect should be made in the Invoice. Failure to comply with this provision will result in delay in payment of the bills. Goods dispatched either by V.P.P. or by thro' document presented through bank will not be accepted unless agreed to by the Purchaser.

The Original Excise Duty Gate Pass or certified extract form Excise Duty Ledger should accompany the material. A Photostat copy of the above gate pass for each delivery challan should be submitted along with the original bills routed through bank or submitted directly to BHEL Department.

- b) **Liquidated Damages:** It is clearly understood among the parties to the contract that "***Time is the essence of the Contract***". Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the goods beyond the delivery period specified the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½ % to 10% of the value of goods delayed for each week of delay or part thereof will be levied without prejudice to any other relief of compensation due to the purchaser under any other condition of this contract.
- c) **Delivery Term:** FOR BHEL TRICHY – 14, as mentioned in the enquiry inclusive of freight and insurance.
- d) **Validity of offer:** Offer submitted by the bidder should be valid for 120 (One hundred twenty) days from the date of PART - A (Techno-Commercial Bid) opening date and price should inclusive of risk in transit.
- e) **Taxes & Duties:** If any Sales Tax is payable as extra to the quoted price, it should be specifically stated in quotation along with CST & T.N.G.S.T No. failing which the purchaser will not be liable for payment of Sales Tax. Our T.N.G.S.T No. 3550005 Dated 01-04-1995 and C.S.T. No. 259383 Dt.11.06.1991.
- f) **Guarantee Clause:** The vendor shall give a guarantee of eighteen months from the date of acceptance of material at BHEL Trichy Stores.

- g) Risk Purchase Clause:** Alternatively the purchaser at his option 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 time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss, which the purchaser may sustain by reason for such risk purchases in addition to penalty at the rate mentioned in Liquidated Damages.
- h) Preferential Delivery:** It should be noted if a contract is placed on a higher tender as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination, including all elements of freights, sales tax, duties and other incidents, incidental in case of failure to complete supplies In terms of such contract within the date of delivery specified in the tender and incorporated in the contract.
- i) Modvat / Credit:** If any Excise Duty is payable, the chapter head/sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for his input materials, the effect of proforma invoice should be passed on to the purchaser; Tenderer under MODVAT shall be preferred.

3. Packing and Marking:

The supplier shall arrange for securely protecting and packing the stores to avoid lose or damages during transit.

4. General:

Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by Purchaser will not be applicable to the contract.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 60 DAYS FROM THE DATE OF COMPLETION OF WARRANTY PERIOD)

PERFORMANCE BANK GUARANTEE

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, Tiruchirapalli- 620 014 (hereinafter called „the Company”) having entered into a contract withhereinafter called „ the said contractor ,, which term includes „suppliers” for the purpose of this Bond and under the terms and conditions of the contract No..... Dt Between BHEL, Trichy and as per the contract, the contractor / supplier is to furnish a performance Bank guarantee for Rs. for the due performance of the equipment to be supplied under the above referred contract and for the fulfillment of all the terms and conditions of the contract, We(indicate the name of the bank) (herein after referred to as the bank) at the request of (Contractor(s)) 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 contractor (s) of any of the terms and conditions contained in the said agreement.

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 Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) „failure to perform” the said agreement. 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 Contractor 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 thereunder and the Contractor(s) 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 Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges 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 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 M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank 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 agreement or to extend time of performance by the said Contractor (s) 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 Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) 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 Contractor(s).

8. It shall not be necessary for the company to proceed against the contractor 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 Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealized.

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

10. The guarantor hereby declare that it has power to execute this guarantee and the executant 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

BANK E-MAIL ID :
BANK PHONE NO :
BANK FAX NO :

Annexure-E

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.

- a. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- b. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- c. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- d. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
- e. 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.
- f. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" 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) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- g. Reverse auction will be conducted on scheduled date & time.
- h. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- i. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- j. 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 BHEL as per prevailing procedure.

SI No	ITEM DETAILS						Casting Wt (Kg)	Qty	CFR (Chennai) / FOR BHEL TRICHY Quoted / Rejected (*)
	RM.Code	Description	Cast Drg	M/C Code	M/C Component Description	M/C Drg			
1	922030780000	BODY-38-C600-GV-BW-WCC-F999	1VF99905256R/000/00	932028150000	BODY-F999	2VF99914788/000/00	6900	11	
2	922030730000	BODY-38-C300-FV-BW-WC9	2VZ07714787R/002	932027618000	BODY ROUGH	2VZ07714840/00	3542	11	
3	922030990000	BODY-38-C300-FV-BW-WCB	2VZ07914787R/001	932028748000	BODY ROUGH	2VZ07914840/00	3542	11	
4	921528070000	BODY 32"600CL SPL WC9-LA14	2VLA1417555R/00	931225039000	BODY ROUGH 32" 600CL SPL WC9-LA14	2VLA1417628/000/00	6675	6	
5	921528420000	BODY 32"900CL WC9 SPL-LA41	2VLA4117615R/00	931226319000	BODY ASSEMBLY 32" 900CL WC9 SPL-LA41	2VLA4117627/000/00	8870	4	
6	921528610000	Body 44"150CL WC9-LA54	1VLA5413049R	954600110000	BODY ASSEMBLY 44" 150CL WC9-LA54	2VLA5417625	5035	10	
					Grand Total			53	

* Quoted / Rejected is to be intimated in the respective column.
FOR BHEL TRICHY - For Indegenous bidders
CFR - COST AND FREIGHT Chennai Sea port - for Import bidders