



# Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

An ISO 9001  
Company

|                               |  |
|-------------------------------|--|
| <b>ENQUIRY</b>                | Phone: +91 431 257 7938<br>Fax : +91 431 252 0031<br>Email : tvenkat@bheltry.co.in<br>Web : www.bhel.com |
| <b>NOTICE INVITING TENDER</b> |  |

|                                      |                        |                      |  |
|--------------------------------------|------------------------|----------------------|--|
| <b>TWO PART BID</b>                  | <b>Enquiry Number:</b> | <b>Enquiry Date:</b> | <b>Due date for submission of quotation:</b> |
| Tender to be submitted in two parts. | 2631400001             | 08.01.2014           | 10.02.2014                                   |

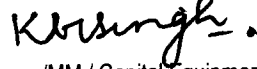
You are requested to quote the Enquiry number, date and due date in all your correspondences. This is only a request for quotation and not an order.  
Please note that under any circumstances both delayed offer and late offers will not be considered. Hence vendors are requested to ensure that the offer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

| Item | Description  | Quantity | Delivery   |
|------|--|----------|------------|
| 10   | <b>Inverter Controlled CC/CV Welding Machine – 500 Amps (60% duty cycle) for MIG/PULSED TIG/SMAW/FCAW- CO2 welding</b> as per the technical specification, BHEL commercial terms & conditions applicable (to be downloaded from web site <a href="http://www.bhel.com">www.bhel.com</a> or <a href="http://tenders.gov.in">http://tenders.gov.in</a> ) | 8 Nos.   | 30.05.2014 |

**Important points to be taken care during submission of offer**

1. EMD for this Tender will be ( INR ) : 1,00,000/-
2. Compliance Form to be duly filled and enclosed along with your offer, failing which the offer will not be considered for evaluation.
3. 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 "2631400001".


|  |   |
|--|---|
| Tenders should reach us before 14:00 hours on the due date<br>Tenders will be opened at 14:30 hours on the due date<br>Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present | Yours faithfully,<br>For BHARAT HEAVY ELECTRICALS LIMITED<br><br>Engineer/MM / Capital Equipment |
|--|---|

**KUMAR GAUTAM SINGH**  
Engineer  
MM / Capital Equipment  
BHEL, TRICHY - 620 014.

**PART A****QUALIFYING CRITERIA for the supply of  
INVERTER CONTROLLED CC/CV WELDING MACHINES - 500 Amps.  
[60% Duty Cycle] for MIG/Pulsed TIG/SMAW/FCAW-CO<sub>2</sub> WELDING.****SECTION - I:**

The BIDDER has to compulsorily meet the Qualifying criteria indicated in SECTION -I to get qualified. Otherwise the technical offer will not be considered.

| S. No. | REQUIREMENTS  | VENDOR'S RESPONSE |
|--------|---|-------------------|
| 1.0    | Only BIDDER /VENDOR (OEM) who have a minimum of last TEN Years (as on date of opening of tender) of Continuous Experience in Design, Manufacture & Supply of "IGBT based Inverter controlled CC/CV Welding Power Sources for Radiographic Quality FCAW/MIG/MAG/SMAW/TIG welding applications, are eligible to quote for this tender. Vendor shall indicate the actual no. of years of experience in the field.  |                   |
| 2.0    | Only those vendors (OEMs) should quote, who have commissioned in the last (5) years, at least 50 numbers of the model quoted against this tender of<br><b>EITHER</b> (i) in at least one country other than the country of origin to establish vendor's (OEM's) global business activity <b>OR</b> (ii) in India. The name and contact addresses of the customers to whom the machines have been supplied has to be furnished with details. Indicate the number of such welding machines sold in India.                           |                   |
| 3.0    | Number of "IGBT based Inverter controlled Welding Power Source for FCAW/MIG/MAG/SMAW/TIG welding" supplied & commissioned till date.  |                   |
| 4.0    | Year of Launch of the Offered Model in this tender.   |                   |
| 5.0    | The quoted model of Welding Power Source shall be complying with at least one of the Standards as given below:<br><br><ol style="list-style-type: none"> <li>1. IEC 60974-1:2012 Edition 4.0</li> <li>2. BS EN 60974-1/2012</li> <li>3. ANSI/IEC 60974-1: 2008</li> <li>4. JIS C 9300-1:2006/AMENDMENT 1:2008</li> <li>5. NEMA EW 9-2012</li> </ol> <p>A document certifying or declaration for complying with the above standards shall be submitted with the technical offer which will be subject to verification by BHEL.</p> |                   |

  
**R. SUBBARAYALU**  
 Addl. General Manager  
 PPU - BHEL  
 TIRUMAYAM - 622 507.

  
**R. AMBALAVANAN**  
 Manager  
 Maintenance & Services  
 PPU - BHEL  
 TIRUMAYAM - 622 507.

| S. No. | REQUIREMENTS  | VENDOR'S RESPONSE |
|--------|---|-------------------|
| 6.0    | <p>Vendor to submit TWO Performance certificates satisfying all the following conditions (as on original date of opening tender) (suggestive format is given as annexure):</p> <p>a) Performance Certificates from any TWO customers for satisfactory performance of minimum 5 Nos. of the quoted model against this tender, from each of the customers, for a minimum period of one year from the date of commissioning (as on original date of opening of tender), supplied in the last five years, <b>EITHER</b> (i) in the country other than the country of origin <b>OR</b> (ii) in India, especially from Heavy Engineering / Fabrication Public/Private sector companies like Utility Boiler Manufacturers, Ship Building, Heavy duty Site fabrication, Large Heat Exchanger &amp; Pressure Vessels manufacturers etc.</p> <p>b) Performance certificates to be submitted as Original Certificate or through E-mail directly from the customer. The original performance certificate may be returned after verification by BHEL, if required.</p> <p>c) Full contact details of the customers from whom the performance certificates are obtained are to be provided.</p> <p>d) For obtaining the Performance certificate, a suggestive format is provided.</p> |                   |
| 7.0    | <p>Servicing facility to be available in India. Details on Service-After-Sales Set-Up in India (Address of Agents / Service Centres), to be furnished compulsorily.</p>   |                   |
| 8.0    | <p>BHEL reserves the right to accept or reject the OEMs based on the assessment of their technical capability.</p> <p>BHEL reserves the right to verify the information provided by the Vendor for the referred machine at their referred customer's works. It shall be the responsibility of the vendor to facilitate the visit of BHEL's team at their referred customer works. The Travel, Board &amp; Lodging expenses for BHEL Personnel shall be borne by BHEL. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.</p>  |                   |

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**SECTION - II**

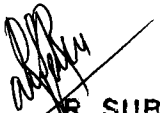
The BIDDER / VENDOR is requested to provide the following information:

| S. No. | REQUIREMENTS   | VENDOR'S RESPONSE |
|--------|--|-------------------|
| 09.0   | Details of Design Set-Up and Technology Back-Up (R & D Centre) available with the OEM.   |                   |
| 10.0   | Details on Standards followed in Design and Testing of Welding Machines (Copy of English Version of Standards / Design Codes followed shall be furnished with the Technical Offer).  |                   |
| 11.0   | Details of Quality System followed (Furnish the salient aspects of the Quality Assurance System followed)  |                   |
| 12.0   | Comprehensive Details, on Performance Testing of Welding Machines carried out at the Factory, to be furnished with the Technical Offer.  |                   |
| 13.0   | The BIDDER shall give details about supply of similar welding machines to BHEL units if any with Make, Model and Year of Supply & Commissioning etc.   |                   |
| 14.0   | A complete reference list of Customers shall be furnished (preferably of Heavy Engg. Companies) to whom such offered model has been supplied in the last ten years with PO details, Qty., Year of commissioning with contact details of persons. |                   |

**SECTION - III**

The BIDDER has to note:

| S. No. | PARTICULARS  | VENDOR'S RESPONSE |
|--------|--|-------------------|
| 15.0   | The BIDDER shall submit the offer in <b>Two Parts</b> -<br>1. Technical [with PART A & PART B] &<br>2. Commercial and Price Bid.   |                   |
| 16.0   | The VENDOR'S RESPONSE against each clause in PART A & B of the offer should be filled by the BIDDER compulsorily with complete details.  |                   |
| 17.0   | The BIDDER shall assure a continuous support for Spares and Service for Ten Years, from the date of commissioning of the equipment at BHEL Works.                                  |                   |
| 18.0   | 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. |                   |
| 19.0   | 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.                                 |                   |

  
R. SUBBARAYALU  
Addl. General Manager  
FPPU - BHEL  
TIRUMAYAM - 622 507.

  
R. AMBALAVANAN  
Manager  
Maintenance & Services  
PPPU - BHEL  
TIRUMAYAM - 622 507.

The performance certificate should be produced **on Customer's Letter Head.**

**Format for Performance Certificate**

*(On Customer's letter head)*

**PERFORMANCE CERTIFICATE**

1. Supplier of the Equipment :
2. Make & Model of the Equipment :
3. Month & Year of Commissioning :
4. Quantity :
5. Equipment / Machine Details
  - a) Type (process specific) :
  - b) Capacity in Amp. :
  - c) Duty Cycle :
  - d) kVA Rating :
  - e) IGBT make :
6. Field of Application / Use : (to be given in a separate sheet with details)
7. Performance of the Machine : Satisfactory / Good / Average / Not Satisfactory  
(Strike off whichever is not applicable)
8. After sales service : Satisfactory / Good / Average / Not Satisfactory  
(Strike off whichever is not applicable)
9. Any Other remarks :

Date:

Signature & Seal of the Authority  
Issuing the Performance Certificate

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**PART B**

**TECHNICAL SPECIFICATIONS FOR 'INVERTER CONTROLLED CC/CV WELDING MACHINES FOR MIG/ MAG/ PULSED TIG/ SMAW/ FCAW - CO<sub>2</sub> WELDING' [500 AMPS.]**

| <b>AA. APPLICATION :</b>           |  | <b>FEATURES / BHEL SPECIFICATION</b> | <b>OFFER BY BIDDER</b> | <b>DEVIATIONS</b> |
|------------------------------------|--|--------------------------------------|------------------------|-------------------|
| <b>Sl.No.</b>                      |  |                                      |                        |                   |
| AA.1                               | The offered equipment shall be portable and suitable for semiautomatic MIG/ MAG/ PULSED TIG/ SMAW/ FCAW - CO <sub>2</sub> 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, carbon-di-oxide or argon plus carbon di-oxide gas mixture as shielding gas and also for welding with self-shielded flux-cored wires.               |                                      |                        |                   |
| <b>BB. MACHINE CONFIGURATION :</b> |  | <b>FEATURES / BHEL SPECIFICATION</b> | <b>OFFER BY BIDDER</b> | <b>DEVIATIONS</b> |
| <b>Sl.No.</b>                      |  |                                      |                        |                   |
| BB.1                               | Welding Powersource with Transport Trolley and Wheels  |                                      |                        |                   |
| BB.2                               | Wire Feeder Unit   |                                      |                        |                   |
| BB.3                               | Welding Torch (2 Types) for FCAW & Pulsed TIG welding.   |                                      |                        |                   |
| BB.4                               | Remote Control Unit  |                                      |                        |                   |
| BB.5                               | Gas Regulators for (Ar + CO <sub>2</sub> ) Gas Mixture or CO <sub>2</sub> Gas or Ar Gas  |                                      |                        |                   |
| BB.6                               | CO <sub>2</sub> Gas Pressure Regulator, Gas Guard, 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   |                                      |                        |                   |
| BB.9                               | Electrical & Mechanical Spares for Powersource and Wire-Feeder   |                                      |                        |                   |
| BB.10                              | Operation & Maintenance Manuals - Three Copies per Machine   |                                      |                        |                   |
| BB.11                              | Commissioning of Equipment at BHEL Works and Performance Prove-out of the offered equipment by Supplier's representative   |                                      |                        |                   |

**[The scope of supply shall consist of the following, for each machine]**

*[Signature]*

**R. SUBBARAYALU**  
 Addl. General Manager  
 PPU - BHEL  
 TIRUMAYAM - 622 507.

*[Signature]*  
**R. K. AMBALAVANAN**  
 Manager  
 Maintenance & Services  
 PPU - BHEL  
 TIRUMAYAM - 622 507.

| CC. EQUIPMENT SPECIFICATION : POWERSOURCE FEATURES |   | OFFER BY BIDDER   | DEVIATIONS   |
|--|---|---|--|
| S.No.  | FEATURES                                      | SPECIFICATION   |  |
| CC.1   | Type  | Inverter Controlled with IGBT and Constant Potential type, even with a fluctuation of $\pm 10\%$ 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 380 Amps. at 100% DC.  |  |
| CC.4   | Operating Range :<br>a) Voltage<br>b) Current | 20 Volts to 50 Volts (continuous control)<br>50 Amps. to 500 Amps. (continuous control)   |  |
| CC.5   | Open Circuit Voltage                          | BIDDER to mention the Open Circuit Voltage for the offered Powersource  |  |
| 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                           | <p>Factory Installed Digital Ammeter &amp; Voltmeter on the front panel with easy removal and replacement (i.e., without lifting the top cover of the Welding Power source) for periodic instrument calibration.</p> <p>If the input connections to the ammeter and voltmeter are taken from PCB, with digital readout then</p> <p>a) in-built provision for error correction shall be provided in the welding machine and</p> <p>b) Calibration kit for measuring welding current (0 to 600A) and Welding voltage (0 to 100V) shall be provided. The measuring instrument in the Calibration kit shall be calibrated at NABL Accredited labs.</p> <p>Calibration certificate has to be provided for the display meters.</p> <p><u>Calibration procedure:</u> Details of Input Source like voltage or current, Full scale reading shall be furnished along with the offer which is necessary for calibration.</p> | Vendor shall define & Demonstrate Step by step Calibration procedure for the measuring instruments in the welding machine at BHEL Works. |

| CC. EQUIPMENT SPECIFICATION : POWERSOURCE FEATURES |  | [...contd.....]   |
|--|--|---|
| Sl.No.   | FEATURES                                       | OFFER BY BIDDER DEVIATIONS  |
| CC.8   | Power Input                                    | 415 ± 10% V AC, 3 Phase, 50 ± 2% Hz, through a 3 Wire System [4 <sup>th</sup> wire for EARTHING] - No Neutral Conductor   |
| CC.9   | Gas-Heater for CO <sub>2</sub> - Shielding Gas | Provision of one Single Phase AC tapping point in the Powersource, for the gas heater input power supply [110 V or 230 V - AC Supply]   |
| CC.10  | Auxiliary Power for Wire-Feeder Unit           | Low voltage (like 48 V/110V) auxiliary power tapping point in the Powersource   |
| 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  | Insulation                                     | The Powersource shall have Features like<br>a) Gas / Wire Inching Facility<br>b) Spatter Control Facility<br>c) Gas Pre-flow / Post-flow Facility<br>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.  |
| CC.17  | Portability                                    | Under-Carriage with hard rubber lined wheels for portability of the powersource by manual pushing   |
| CC.18  | Ambient Conditions                             | Temperature upto + 50 ° C ; Humidity upto 90 % but both upper limits do not occur simultaneously.   |
| CC.19  | Load Compensation                              | Output variation due to line voltage fluctuation, cable heating or drift due to the use of long cable, to be eliminated.  |

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| CC. EQUIPMENT SPECIFICATION : POWERSOURCE FEATURES |  | [....contd.....]   |
|--|--|--|
| SI.No.   | FEATURES   | OFFER BY BIDDER DEVIATIONS   |
| CC.20  | Protection [BIDDER has to specifically furnish technical details on how these protective measures are addressed in the Machine Design] | <p>a) Inbuilt protection for the IGBT/Powersource against Thermal / Overload / Short-Circuit conditions.</p> <p>b) All PCBs shall be sprayed with mould coating to prevent damage from dust and grinding particles.</p> <p>c) Machine Design to ensure proper earthing for the machine and its peripherals</p> <p>d) Measures to nullify the effects of EMI (Electro-Magnetic Induction) generated</p> |
| CC.21  | Power Rating   | BIDDER to indicate the Maximum Power Rating [in kVA] of the Powersource and the NO-LOAD Power Consumption in Watts.  |
| CC.22  | Power Source Model   | To Specify the Model of Power source Offered. (Metallic name plate of the machine shall also include details like name of manufacturer, Serial no, Year of Mfg input power in kVA, input voltage, No. of phase, operating frequency, weight of the unit etc.)  |

| DD. EQUIPMENT SPECIFICATION : WIRE-FEEDER UNIT FEATURES |                   |  |
|---|-------------------|--|
| SI.No.  | FEATURES          | OFFER BY BIDDER DEVIATIONS                                 |
| 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  | 1.2 mm to 2.0 mm (Self-Shielded and Flux Cored Wires also) |
| DD.5  | Wire Feed Speed   | 1.0 to 18.0 mtrs. / min.                                   |

| <b>DD. EQUIPMENT SPECIFICATION : WIRE-FEEDER UNIT FEATURES</b> |  | <b>OFFER BY BIDDER</b>  |  | <b>DEVIATIONS</b> |  |
|--|--|---|--|-------------------|--|
| <b>SI.No.</b>  | <b>FEATURES</b>                        | <b>BHEL SPECIFICATION</b>   |  |                   |  |
| 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  |  |                   |  |
| 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   |  |                   |  |
| DD.10  | Feed Rolls & Guides                    | Suitable for 1.2mm & 1.6mm Solid/Cored wires<br>Suitable for 2.0 mm & 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 powersource and the wire-feeder.                                   |  |                   |  |
| DD.13  | Wire-feeding Capacity                  | Shall be suitable for feeding welding wire through Welding Torches with 3.0 metre long & 4.5 metre 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   |  |                   |  |

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| <b>EE. EQUIPMENT SPECIFICATION : WELDING TORCH FEATURES AND GAS GUARD</b> |                       | <b>OFFER BY BIDDER</b>   | <b>DEVIATIONS</b> |
|---|-----------------------|--|-------------------|
| <b>S.No.</b>  | <b>ITEMS</b>          | <b>BHIL SPECIFICATION</b>  |                   |
| EE.1  | Make                  | OTC / KEMPP/ Miller or Any internationally reputed make.                                       |                   |
| EE.2  | Type                  | Goose-Neck, Gas cooled   |                   |
| EE.3  | Shielding Gas         | CO <sub>2</sub> , Argon or Mixture of CO <sub>2</sub> & Argon                                  |                   |
| EE.4  | Cable & Connector     | Polymedium Cable, Euro / Unitized Connector Adapter  |                   |
| EE.5  | Wire Sizes/Solid      | 0.8 mm to 1.6 mm   |                   |
| EE.6  | Wire Sizes/Cored      | 1.2 mm to 2.0 mm<br>(Self-Shielded / Flux-Cored Wires)   |                   |
| EE.7  | Wire Material         | Carbon & Low Alloy Steel, Stainless Steel, Aluminium   |                   |
| EE.8  | 2 / 4 Track Facility  | Compulsorily to be provided in the Torch   |                   |
| EE.9  | Type A) – Rating      | 300 / 350 Amps. @ 60 % Duty Cycle Torch with 3.0 metre long cable.                             |                   |
| EE.10   | Type B) – Rating      | 300 / 350 Amps. @ 60% Duty Cycle Torch with 4.5 metre long cable.                              |                   |
| EE.11   | Torch Models & Weight | To specify the Models and the Torch Weight for Type A and Type B in the OFFER                  |                   |
| EE.12   | Gas Guard             | <b>A device to stop welding if there is any drop in the gas pressure to avoid weld defects</b> |                   |
| <b>FF. EQUIPMENT SPECIFICATION : REMOTE CONTROL UNIT FEATURES</b>         |                       |  |                   |
| <b>S.No.</b>  | <b>PARTICULARS</b>    | <b>BHIL SPECIFICATION</b>  | <b>DEVIATIONS</b> |
| FF.1  | Type                  | Hand Operated with 10 mtrs. long control cable with Display and end connectors                 |                   |
| FF.2  | Control               | Stepless Variation of Welding Current & Voltage  |                   |
| FF.3  | Connection            | Remote Control Unit to be connected to the Wire-Feeder   |                   |

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| EQUIPMENT SPECIFICATION : PULSE CONTROL UNIT FEATURES |                      | OFFER BY BIDDER   | DEVIATIONS |
|---|----------------------|---|------------|
| SI No.  | FEATURES             | DETAIL SPECIFICATION  |            |
| GG.1  | Application          | Compatible to the Powersource described under Clause 3.0.0 having built-in/external High Frequency Unit.  |            |
| GG.2  | Power Supply         | To work on the auxiliary power supply from the powersource .  |            |
| GG.3  | Front Panel Controls | To provide :<br>a. Peak Amperage adjustment<br>b. Back-ground Amperage adjustment<br>c. Pulses per Second adjustment<br>d. Pulser-Unit On/Off<br>e. Power On/Off<br>f. Amperage Remote/Panel Control<br>g. Remote Control Receptacle<br>h. Gas Pre-flow & Post-flow Time Control<br>i. Welding Current Up-slope & Down-slope Time Control |            |
| GG.4  | Pulse Time Control   | Preferred 0 to 200 Pulses per second  |            |
| GG.5  | Current Up-slope     | Preferred 0.1 to 10 seconds   |            |
| GG.6  | Current Down-slope   | Preferred 0.1 to 20 seconds   |            |
| GG.7  | Purge Gas Pre-flow   | Preferred 1.0 to 30 seconds   |            |
| GG.8  | Purge Gas Post-flow  | Preferred 1.0 to 60 seconds   |            |

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**HH. EQUIPMENT SPECIFICATION : WATER COOLING UNIT FEATURES**

| S.No. | DESCRIPTION            | OTHER BY BIDDER  | DEVIATIONS |
|-------|------------------------|--|------------|
| HH.1  | Application            | Compatible for the Powersource described under Clause Sl.No. 3.0.0 and provided with suitable quick-fix end connectors, for connecting water cooled TIG Welding Torch.   |            |
| HH.2  | Power Supply           | To work on auxiliary power supply drawn from the welding powersource and to be provided with an ON/OFF Switch. [Additional power supply cable of suitable length and fitted with end-connectors are to be quoted under SPARES Head]  |            |
| HH.3  | Coolant Capacity       | <p>a. Tank Capacity sufficient enough to feed a water cooled TIG Torch fitted with 15 metre long cables &amp; hoses and with required buffer quantity to meet the continuous welding applications.</p> <p>b. BIDDER to specify the Tank Capacity [not to be less than 3.0 litres].</p> |            |
| HH.4  | Type of Chilling Unit  | BIDDER to specify the type of chilling unit (viz., radiator - air cooled type or refrigerant cooler type)  |            |
| HH.5  | Alarm Indicators       | <p>a. To be provided with alarm indicators for failure of coolant circulating pump, radiator fan, low level of coolant, failure of coolant flow, etc.</p> <p>b. BIDDER to specify the type of alarm indicators provided.</p>   |            |
| HH.6  | Inter-Connecting Hoses | Well reinforced water / coolant circulation hoses are to be provided for the inter-connection between welding powersource and water cooling unit. [Additional hoses with quick fix end connectors are to be quoted under SPARES Head].   |            |

| II. EQUIPMENT SPECIFICATION : TIG WELDING TORCHES' FEATURES |                     | OFFER BY BIDDER   | DEVIATIONS |
|---|---------------------|---|------------|
| S.No.   | FEATURES            | BHEL SPECIFICATION  |            |
| II.1  | Application         | Suitable for GTAW Process and for the nature of welding works listed under Clause Sl. No. 1.0.0 and compatible to the welding powersource offered.  |            |
| II.2  | Make                | Preferred makes are WELD-CRAFT of USA, KEMPPI of FINLAND or OTC/DAIHEN CORPN. Of JAPAN  |            |
| II.3  | Torch Configuration | The Torch Head - Gas Lens & Nozzle configuration shall be suitable for performing the following :<br>a. Tube Butt Welds in close pitch tubular panels with a minimum clear gap of 12 mm between the adjacent tubes [Gas Nozzle End Diameter is to be 11 mm for a length of 25 mm]<br>b. Root GTAW pass welding in a 140 mm (wall thickness) Pipe Butt Welds [Gas Nozzle End diameter is to be 11 mm for a length of 45/65 mm] |            |
| II.4  | Cable Sheathing     | Protective Sheathing to be provided for the TIG Torch Cables & Hoses, to withstand shopfloor rough use for the entire length of the cables/hoses.   |            |
| II.5  | Gas Cooled Torch    | a. Current Rating :-<br>140 to 180 Amps. @ 100 % Duty Cycle<br>b. Cable Length :-<br>7.5 Metres and 15.0 Metres.  |            |
| II.6  | Water Cooled Torch  | a. Current Rating :-<br>220 to 250 Amps. @ 100 % Duty Cycle<br>b. Cable Length :-<br>7.5 Metres and 15.0 Metres.  |            |


**JJ. EQUIPMENT SPECIFICATION : GAS REGULATOR, FLOW METER & HEATER**

| S.No. | PARTICULARS     | DESCRIPTION   | DEVIATIONS |
|-------|-----------------|---|------------|
| JJ.1  | Function        | To regulate CO <sub>2</sub> Gas Pressure, Flow Rate and for Heating the CO <sub>2</sub> Gas, to avoid ice formation.  |            |
| JJ.2  | Power           | To draw from Single Phase AC Power Supply from Powersource (110 V or 230 V - AC) thro' a 2 M Cable Preferred to have 2 Nos. - To indicate independently cylinder pressure and gas delivery pressure |            |
| JJ.3  | Pressure Gauges | Double glass covered flow-meter, power cable with end-connectors, electrical heating unit, Gas Guard etc.   |            |
| JJ.4  | Accessories     |   |            |

**KK. SPARES :**

| S.No. | PARTICULARS           | DESCRIPTION  | DEVIATIONS |
|-------|-----------------------|--|------------|
| KK.1  | TIG TORCH Consumables | Complete Set of Consumable Spares for $\phi$ 2.4 mm Tungsten Electrode, "O" Rings, Gas Lens, Nozzle / Diffusers, Ceramic Nozzles (both types), Collet Bodies, etc. are to be OFFERED with unit price.<br><b>To be LISTED ITEMWISE.</b> |            |
| KK.2  | Wire-Feeder Unit      | Spares such as feed-rolls (suitable for 0.8, 1.2, 1.6 and 2.0 mm dia. suitable for Solid & Cored Wires), wire-feed motor, wire guides, control PCB cards, connectors, etc. shall be offered.<br><b>To be LISTED ITEMWISE</b>           |            |
| KK.3  | Remote Control Unit   | Complete Set of Remote Control Unit and its Spares like Knob, Potentiometer, etc. <b>to be OFFERED</b>   |            |

*Handwritten initials/signature*

|                           |  |  |  |
|---------------------------|--|--|--|
| <p>KK.4 Power Source</p>  | <p>All type of Spare Parts including the following items :</p> <ul style="list-style-type: none"> <li>a. IGBT Kit</li> <li>b. All Types of Fuses</li> <li>c. Control – Transformers</li> <li>d. Printed Circuit Boards / PCBs – All Types</li> <li>e. Rectifiers, Thermistors, Capacitors</li> <li>f. Switches and Knobs</li> <li>g. Cooling Fan Motor</li> <li>h. Ammeter &amp; Voltmeter</li> <li>i. Potentiometer</li> <li>j. Relays &amp; Timers</li> <li>k. Receptacles</li> <li>l. Control Cable with End Connectors</li> <li>n. Filters</li> <li>o. Welding &amp; Return Cable Connectors</li> <li>p. Coolant Feed Pimp</li> <li>q. Auxiliary Power Cable with End Connectors</li> <li>r. Coolant Hose with Quick Fix End Connectors</li> </ul> <p>are to be COMPULSORILY QUOTED (with Unit Rate) for one powersource required for 2 years of operation on THREE shift basis for 365 Days in an year.</p> <p><b>To be LISTED ITEMWISE</b></p> |  |  |
| <p>KK.5 Welding Torch</p> | <p>Consumables &amp; Spares such as Liners &amp; Contact Tip (suitable for 0.8, 1.2, 1.6 and 2.0 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.</p> <p><b>To be LISTED ITEMWISE.</b></p>   |  |  |

*[Handwritten signature]*

**LL. O & M MANUALS :**

| <b>SING. PARTICULARS</b> |                  | <b>BHEL SPECIFICATION</b>   | <b>OFFER BY BIDDER</b> | <b>DEVIATIONS</b> |
|--------------------------|------------------|---|------------------------|-------------------|
| LL.1                     | No. of Copies    | 3 (Three) for Each Machine  |                        |                   |
| LL.2                     | Language         | English   |                        |                   |
| LL.3                     | Manual Details : | <p>a. Manual shall contain all instructions for machine installation and welding trial testing, in sequence.</p> <p>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.</p> <p>c. Manual to give other details like trouble shooting chart, weld parameters selection for various base metals, etc.</p> <p>d. Master List of Parts &amp; Spares used in the machine with Make, Model, Rating, etc.</p> |                        |                   |

**MM. GENERAL POINTS :**

| <b>SING. PARTICULARS</b> |               | <b>BHEL SPECIFICATION</b>  | <b>OFFER BY BIDDER</b> | <b>DEVIATIONS</b> |
|--------------------------|---------------|--|------------------------|-------------------|
| MM.1                     | Inspection    | The equipment shall be offered for inspection at supplier's works for performance evaluation by BHEL Engineers prior to despatch.  |                        |                   |
| MM.2                     | Commissioning | The equipment shall be commissioned at free of cost by the supplier's representative at BHEL Works.  |                        |                   |
| MM.3                     | Training      | The Supplier's SERVICE ENGINEER shall give training in the Operation and Maintenance (mainly on electric/electronic troubleshooting) of the Machine for BHEL Staff, after the successful commissioning of the Welding Machines |                        |                   |

|      |                  |  |  |
|------|------------------|--|--|
| MM.4 | Guarantee        | The equipment shall be guaranteed for a minimum of 24 months from the date of commissioning & performance prove-out at BHEL/Thirumayam Works.  |  |
| MM.5 | Bought-Out Items | <p>a) IGBTs used in the welding power sources shall be of<br/>           HITACHI, JAPAN/ DYNEX, U.K/ FUJI, JAPAN/ IXYS, USA/ POWEREX, USA/ MITSUBISHI, JAPAN/ TOSHIBA, JAPAN / INFINEON, GERMANY/ SEMIKRON, GERMANY make only.<br/>           The manufacturer's original test certificate for the IGBTs used in the power sources shall be provided with the equipment. These shall be verified during pre-dispatch inspection.</p> <p>b) The Bought-Out Items - like Motors, ICs, Relays, Contactors, Switches, Electronic Elements, etc., used in the Power source &amp; Control Unit shall be of reputed makes acceptable to BHEL.</p> <p>c) BIDDER has to furnish the make of Bought-Out Items, along with the offer.</p> |  |
| MM.6 | Weight           | Bidder to specify the Weight of single power source  |  |

*[Signature]*  
**R. SUBBARAYALU**  
 Addl. General Manager  
 PPPU - BHEL  
 TIRUMAYAM - 622 507

*[Signature]*  
**R. ANIBALAVANAN**  
 Manager & Services  
 BHEL  
 TIRUMAYAM - 622507

**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 II) or if the vendor does not confirm acceptance to the terms and conditions proposed, the offer is liable for rejection)

(TENDER WITH LC OPTION & REQUIRING EMD, CEBG, PBG)

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

|   | <b>ENQUIRY TERMS &amp; CONDITIONS</b>  | <b>Vendor's Confirmation</b> |
|---|--|------------------------------|
| <b>1.0 PRICE BID:</b>                   |  |                              |
|   | Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part II. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.  | <b>Accepted</b>              |
|   | The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).  |                              |
| <b>2.0 VALIDITY:</b>                    |  |                              |
|   | 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.  | <b>Accepted</b>              |
| <b>3.0 EARNEST MONEY DEPOSIT (EMD):</b> |  |                              |
|   | In Order to ensure that the successful bidder / vendor does not refuse to execute the Order, after award of the same on him, each bidder / vendor will be required to furnish Earnest Money Deposit (EMD) along with their tender. EMD by the Tenderer will be forfeited as per Tender Documents if, after opening the tender, the Tenderer on his own makes variation in his earlier quoted rates or revokes/change any other condition of his tender within the validity period.   | <b>Accepted</b>              |
|   | EMD is to be submitted in Pay Order or Demand Draft or through e-payment (as per the details given below). DD shall be in favour of "Bharat Heavy Electricals Limited, Tiruchirapalli".<br><b>BHEL Bank Details:</b><br>BENEFICIARY: BHEL<br>ACCOUNT NO: 10891588977<br>SWIFT: SBININBB190<br>BANK: STATE BANK OF INDIA<br>BRANCH: HE / KAILASAPURAM<br>PLACE: TRICHIRAPPALLI, INDIA.<br>Note: After e-transfer (EMD amount), please submit the remittance copy (scanned version) to BHEL through email and the hard copy should be submitted along with the offer in Part -I sealed envelop.  |                              |
|   | MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per <b>Annexure - I</b> ) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. |                              |
| <b>3.1 RETURNING OF EMD:</b>            |  |                              |
|   | EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer.<br>The EMD of successful bidder shall be returned after submission of CEBG.<br>EMD shall not carry any interest.   | <b>Accepted</b>              |
| <b>3.2</b>                              | <b>The rate of EMD for this Tender will be ( INR ) :</b>   | <b>1,00,000/-</b>            |

|            |   |                 |
|------------|---|-----------------|
| <b>4.0</b> | <b>RELEASE OF PURCHASE ORDER:</b>   |                 |
|            | Purchase Orders will be released on the successful L1 vendor only.  | <b>Accepted</b> |
| <b>5.0</b> | <b>PAYMENT TERMS:</b>   |                 |
| <b>5.1</b> | <b>DIRECT PAYMENT :</b>   |                 |
|            | <p><b>For SUPPLY P.O.:</b><br/>80% payment of Supply P.O. value shall be made within 45 days from the date of receipt of material at BHEL.</p> <p><b>For BALANCE OF SUPPLY P.O. &amp; SERVICE P.O.</b><br/>Balance 20% of Supply value plus 100% of the E&amp;C portion of PO value will be paid against Final Minutes of Meeting for E&amp;C, jointly signed by BHEL and Supplier and submission of Performance Bank Guarantee (PBG)</p>   |                 |
| <b>5.2</b> | <b>Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:</b>   |                 |
|            | <p>If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of Final Minutes of Meeting for E&amp;C for the equipment.</p> <p>However, in any case, payment against dispatch shall not exceed 90% of the PO Value.</p> <p>Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:<br/>Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount &amp; period of relaxation sought by bidder.</p> | <b>Accepted</b> |
| <b>6.0</b> | <b>Taxes &amp; Duties:</b>  |                 |
|            | <p>All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST &amp; TIN No / Tariff No. etc., failing which BHEL will not be liable for payment of such Taxes and Duties.</p> <p>In case taxes and duties are indicated as inclusive in the quoted prices, it will be reimbursed only upon furnishing the documentary evidence for having paid such taxes and duties. Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL..</p>  | <b>Accepted</b> |
| <b>7.0</b> | <b>Delivery terms, Delivery period required and evaluation process:</b>   |                 |
| <b>7.1</b> | <b>Delivery terms: FOR BHEL, PPPU, THIRUMAYAM</b>   | <b>Accepted</b> |
|            | <b>Basis of Delivery Terms :</b>  |                 |
|            | Price break-up details like Basic price, P&F, Taxes & Duties, Freight and Insurance etc., should be indicated in the offer.   | <b>Accepted</b> |
| <b>7.2</b> | Delivery period: Vendor shall comply with this required period.   |                 |
|            | 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 CEBG, drawings etc., should not be linked to the delivery period.  | <b>Accepted</b> |
|            | <b>DELIVERY PERIOD (IN WEEKS) REQUIRED BY BHEL (SUPPLY PORTION)</b>   | <b>12</b>       |
|            | <b>DELIVERY PERIOD (IN WEEKS) OFFERED BY VENDOR (SUPPLY PORTION)</b>  |                 |
|            | 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   | <b>Accepted</b> |
|            | <p><b>BHEL reserves the right to accept an offer not meeting the NIT delivery.</b></p> <p><b>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.</b></p>  | <b>Accepted</b> |

|  |                 |
|--|-----------------|
| <b>8.0 CONTRACT EXECUTION BANK GUARANTEE:</b>  |                 |
| The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the format enclosed within 30 days from the date of PO.<br>If the supplier fails to submit the CEBG within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. Additionally, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers. Validity of CEBG shall be till the completion of Erection & Commissioning of equipment including job proving, performance tests etc. i.e. issue of Final Minutes of Meeting for E&C by BHEL, as prescribed in PO with additional 2 months as claim period. | <b>Accepted</b> |
| <b>CEBG shall be kept valid till the PBG becomes operational. i.e. up to 30 days after the date of Final Minutes of Meeting for E&amp;C issued by BHEL</b>   |                 |
| <b>Validity of CEBG = Delivery period + Transit time of 1 month + Commissioning 3 months + 1 month (for arranging PBG) + 2 months for claim period</b>   |                 |
| <b>9.0 PERFORMANCE BANK GUARANTEE:</b>   |                 |
| 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).   | <b>Accepted</b> |
| <b>The Bank Guarantees (CEBG &amp; 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.</b>   |                 |
| All bank charges incurred on account of issuance of CEBG and PBG will have to be borne by the vendor.  | <b>Accepted</b> |
| 1) It should be typed in the <b>INR 100 value of stamp paper.</b>  |                 |
| (2) It should be <b>signed by TWO bank officials with Rubber stamp containing names &amp; employee numbers of bank officials.</b>  |                 |
| (3) It should be submitted with bank covering letter with sign and seal of the bank official.  |                 |
| Offers from vendors not accepting to submit CEBG and PBG <b>are liable for rejection.</b>  |                 |
| <b>10.0 LIQUIDATED DAMAGES (LD):</b>   |                 |
| a) LD for delay in 'Supply' will be applicable to the delays attributed to vendor.<br>The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value in supply subject to a maximum of 10% of total PO value .  |                 |
| In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value for each individual machine.   |                 |
| b) Loading on account of non-acceptance of LD for delayed Supply shall be as under:<br>In case any bidder is not accepting the above LD for delayed Supply , the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.  | <b>Accepted</b> |
| c) 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 period quoted by him.<br>For the purpose of levying LD , the date of shipment (LWB date) will be considered.  |                 |
| <b>Loading Factor for non-acceptance of LD clause for delayed Supply :<br/>In case any bidder is not accepting the above LD clause for delayed Supply , the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder .</b>  |                 |
| <b>11.0 SHORT SUPPLY / WARRANTY REPLACEMENT:</b>   |                 |
| 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.<br>Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis.   | <b>Accepted</b> |
| <b>12.0 RISK PURCHASE:</b>   |                 |
| 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.<br><b>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</b>   | <b>Accepted</b> |

|             |   |                                   |
|-------------|---|-----------------------------------|
| <b>13.0</b> | <b>GUARANTEE:</b>   |                                   |
|             | Vendors shall provide a guarantee for 24 months from the date of commissioning of the equipment or 30 months from the date of supply, whichever is earlier. The date of LWB shall be taken as the date of supply.<br>Offers from vendors not accepting to the requested guarantee period are liable for rejection.  | <b>Accepted</b>                   |
| <b>14.0</b> | <b>REVERSE AUCTION (RA):</b>  |                                   |
|             | BHEL reserves their right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA have been given in the 'General guidelines & instructions to bidders' enclosed as a part of NIT. Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.<br>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. Non- submission 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.<br><b>BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.</b> | <b>Accepted</b>                   |
| <b>15.0</b> | <b>CONTACTS:</b>  |                                   |
|             | 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:  |                                   |
|             | <b>Weight &amp; Cubage of package:</b>  |                                   |
|             | Approximate Net weight of the total consignment:  |                                   |
|             | Approximate Gross weight of the total consignment:  |                                   |
|             | Approximate volume of the total consignment:  |                                   |
|             | The vendor to provide their Audited Balance Sheet & Annual report signed by the Auditors or Bank Credit Statement signed by the Bankers for the past four years and till the Tender Opening Due Date.   |                                   |
|             | <b>We have gone through and understood the 'General guidelines &amp; instructions to bidders for submitting offer' enclosed as a part of the NIT 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.</b>  |                                   |
|             |   |                                   |
|             | <b>Signature with date:</b>   | <b>(AFFIX OFFICIAL SEAL HERE)</b> |
|             | <b>Name:</b>  |                                   |
|             |   |                                   |
|             |   |                                   |
|             | <b>(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)</b>   |                                   |

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

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

(TENDER WITH LC OPTION & REQUIRING EMD, CEBG, PBG)

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

| <b>ENQUIRY TERMS &amp; CONDITIONS</b>  |  | <b>Vendor's Confirmation</b> |
|--|--|------------------------------|
| <b>1.0 PRICE BID:</b>  |  |                              |
| Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part II. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects.  |  | <b>Accepted</b>              |
| The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).<br>For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part - I & II in case of Three Part Bid) shall be considered.  |  |                              |
| <b>2.0 CURRENCY OF PAYMENT:</b>  |  |                              |
| Foreign vendors to indicate the currency like Euro (€) / US\$ / GBP / JY etc. in the confirmation column. In case the foreign vendor sources some components from India for direct supply to BHEL, the payment for those components shall only be in Indian Rupees   |  |                              |
| <b>3.0 VALIDITY:</b>   |  |                              |
| 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.  |  | <b>Accepted</b>              |
| <b>4.0 EARNEST MONEY DEPOSIT (EMD):</b>  |  |                              |
| In Order to ensure that the successful bidder / vendor does not refuse to execute the Order, after award of the same on him, each bidder / vendor will be required to furnish Earnest Money Deposit (EMD) along with their tender. EMD by the Tenderer will be forfeited as per Tender Documents if, after opening the tender, the Tenderer on his own makes variation in his earlier quoted rates or revokes/change any other condition of his tender within the validity period. |  | <b>Accepted</b>              |
| EMD is to be submitted in Pay Order or Demand Draft only. In case of foreign bidders EMD amount shall be submitted through their Indian agent or through e-payment (as per the details given below). DD shall be in favour of "Bharat Heavy Electricals Limited, Tiruchirapalli".  |  |                              |
| Foreign Bidders can remit their EMD amount through SWIFT to BHEL Bank Account and the copy of the SWIFT CONFIRMATION MESSAGE shall be submitted in Part – I sealed envelope.<br>BHEL Bank Details:<br>BENEFICIARY: BHEL<br>ACCOUNT NO: 10891588977<br>SWIFT: SBININBB190<br>BANK: STATE BANK OF INDIA<br>BRANCH: HE / KAILASAPURAM<br>PLACE: TRICHIRAPPALLI, INDIA   |  |                              |
| <b>4.1 RETURNING OF EMD:</b>   |  |                              |
| EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer.<br>The EMD of successful bidder shall be returned after submission of CEBG.<br>EMD shall not carry any interest.   |  | <b>Accepted</b>              |
| <b>4.2 The rate of EMD for this Tender will be ( INR ) :</b>   |  | <b>1,00,000/-</b>            |
| <b>5.0 RELEASE OF PURCHASE ORDER:</b>  |  |                              |
| Purchase Orders will be released on the successful L1 vendor only.   |  | <b>Accepted</b>              |

|            |  |                 |
|------------|--|-----------------|
| <b>6.0</b> | <b>PAYMENT TERMS:</b>  |                 |
| <b>6.1</b> | <b>THROUGH LETTER OF CREDIT (LC):</b>  |                 |
|            | <p><b>For SUPPLY P.O.</b><br/>Where the payments are through L/C (LC opening charges will be loaded while comparing the offers), Payment of Supply value shall be 80% on dispatch and 20% on issue of E&amp;C Certificate. Final Minutes of Meeting for E&amp;C shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc as envisaged in PO. The L/C shall be opened as per following:</p> <p>An <b>Irrevocable Unconfirmed L/C</b> will be opened for 80% of the payment towards supply, due for shipment , only if the following conditions are met with:</p> <p>i. After receipt of CEBG (as detailed under CEBG clause)<br/>ii. Not earlier than 60 days before the shipment date,<br/>iii. <u>Only after BHEL receiving the Pre-dispatch Inspection call / intimation of readiness of the ordered items from the supplier,</u></p> <p>The above L/C can be negotiated after shipment against submission of B/L or AWB and other documents as mentioned in the Purchase Order. The above L/C will be valid for a maximum period extending 21 days beyond the shipment date for negotiation of documents based on the transit time required.</p> <p><b>For BALANCE OF SUPPLY P.O.</b><br/>15 days prior to the scheduled &amp; confirmed arrival of the technicians of Supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO . The validity of L/C would be sufficient to cover the period required for the completion of E&amp;C .</p> <p>This L/C can be negotiated after completion of E&amp;C of the equipment in BHEL and A) Submission of Final Minutes of Meeting for E&amp;C, jointly signed by BHEL and Supplier and (b) Submission of Performance Bank Guarantee (PBG) by Supplier.</p> | <b>Accepted</b> |
| <b>6.2</b> | <b>Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:</b>  |                 |
|            | <p>If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of Final Minutes of Meeting for E&amp;C for the equipment.</p> <p>However, in any case, payment against dispatch shall not exceed 90% of the PO Value.</p> <p>Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:</p> <p>(a) Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount &amp; period of relaxation sought by bidder.<br/>(b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.</p>  | <b>Accepted</b> |
| <b>7.0</b> | <b>Taxes &amp; Duties:</b>   |                 |
|            | <p>All Taxes, Duties etc. as required to be paid in the country of export shall be included in the price quoted by the foreign vendor. All duties (like customs duty etc.) payable in India will be paid by BHEL (however, the same would be loaded to the offer during the evaluation process). For the supplies made from India taxes &amp; duties payable shall be clearly mentioned in the offer, failing which such taxes and duties shall have to be borne by the vendor.</p>  | <b>Accepted</b> |
| <b>8.0</b> | <b>Income Tax applicable.</b>  |                 |
|            | <p>Any service charges payable towards supervision of E&amp;C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. The TDS certificate will be issued after 3 months from the date of E&amp;C payment.</p>   | <b>Accepted</b> |
| <b>8.1</b> | <p>Details of valid Indian <b>PERMANENT ACCOUNT NUMBER (PAN)</b> of the company, if registered may be provided in the space given below:<br/>(in addition a copy of the PAN CARD shall be attached along with Part II Techno Commercial bid)</p>   |                 |
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| <b>9.0</b>  | <b>Delivery terms, delivery period required and evaluation process:</b>   |                 |
| <b>9.1</b>  | <b>Delivery terms: CFR Chennai Seaport / Airport - Incoterms 2010</b>   | <b>Accepted</b> |
|             | <b>Basis of Delivery Terms :</b>  |                 |
|             | Price break-up details like FOB price, ocean freight/air freight etc., should be indicated in the offer. The transfer of title of the goods supplied by the vendor takes place in line with INCOTERMS 2010.   | <b>Accepted</b> |
| <b>9.2</b>  | Delivery period: Vendor shall comply with this required period.   |                 |
|             | <b>Bidder should quote time period separately for 'Supply' of equipment.</b>  |                 |
|             | For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (B/L or AWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of CEBG, drawings etc., should not be linked to the delivery period.  | <b>Accepted</b> |
|             | <b>DELIVERY PERIOD (IN WEEKS) REQUIRED BY BHEL (SUPPLY PORTION)</b>   | <b>12</b>       |
|             | <b>DELIVERY PERIOD (IN WEEKS) OFFERED BY VENDOR (SUPPLY PORTION)</b>  |                 |
|             | 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   | <b>Accepted</b> |
|             | <b>BHEL reserves the right to accept an offer not meeting the NIT 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.</b>   | <b>Accepted</b> |
| <b>10.0</b> | <b>CONTRACT EXECUTION BANK GUARANTEE:</b>   |                 |
|             | The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the format enclosed within 30 days from the date of PO but before L/C opening.<br>If the supplier fails to submit the CEBG within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. Additionally, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers. Validity of CEBG shall be till the completion of Erection & Commissioning of equipment including job proving, performance tests etc. i.e. issue of Final Minutes of Meeting for E&C by BHEL, as prescribed in PO with additional 2 months as claim period. | <b>Accepted</b> |
|             | <b>CEBG shall be kept valid till the PBG becomes operational. i.e. up to 30 days after the date of Final Minutes of Meeting for E&amp;C issued by BHEL</b>  |                 |
|             | <b>Validity of CEBG = Delivery period + Transit time of 2 months + Commissioning 3 months + 1 month (for arranging PBG) + 2 months for claim period</b>   |                 |
| <b>11.0</b> | <b>PERFORMANCE BANK GUARANTEE:</b>  |                 |
|             | The vendor to whom order is placed 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).  | <b>Accepted</b> |
|             | <b>The Bank Guarantees (CEBG &amp; 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.</b>  |                 |
|             | All bank charges incurred in India and outside India on account of issuance of CEBG and PBG will have to be borne by the foreign vendor.  | <b>Accepted</b> |
|             | 1) It should be typed in the <b>INR 100 value of stamp paper.</b>   |                 |
|             | (2) It should be <b>signed by TWO bank officials with Rubber stamp containing names &amp; employee numbers of bank officials.</b>   |                 |
|             | (3) It should be submitted with bank covering letter with sign and seal of the bank official.   |                 |
|             | Offers from vendors not accepting to submit CEBG and PBG <b>are liable for rejection.</b>   |                 |
| <b>12.0</b> | <b>LIQUIDATED DAMAGES (LD):</b>   |                 |
|             | a) LD for delay in 'Supply' will be applicable to the delays attributed to vendor. The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value in supply subject to a maximum of 10% of total PO value .  |                 |
|             | In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value for each individual machine.  |                 |

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|             | b) Loading on account of non-acceptance of LD for delayed Supply shall be as under:<br>In case any bidder is not accepting the above LD for delayed Supply , the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.   | <b>Accepted</b> |
|             | c) 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 period quoted by him.  |                 |
|             | For the purpose of levying LD , the date of shipment (BL /AWB date) will be considered.   |                 |
|             | <b>Loading Factor for non-acceptance of LD clause for delayed Supply :</b><br><b>In case any bidder is not accepting the above LD clause for delayed Supply , the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder .</b>   |                 |
| <b>13.0</b> | <b>SHORT SUPPLY / WARRANTY REPLACEMENT:</b>   |                 |
|             | In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on DDP - Incoterms 2010 basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.<br>Warranty Replacements during Guarantee period at supplier's cost on DDP - Incoterms 2010 basis .  | <b>Accepted</b> |
| <b>14.0</b> | <b>RISK PURCHASE:</b>   |                 |
|             | 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.<br><b>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</b>  | <b>Accepted</b> |
| <b>15.0</b> | <b>GUARANTEE:</b>   |                 |
|             | Vendors shall provide a guarantee for 24 months from the date of commissioning of the equipment or 30 months from the date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply.<br><b>Offers from vendors not accepting to the requested guarantee period are liable for rejection.</b>  | <b>Accepted</b> |
| <b>16.0</b> | <b>REVERSE AUCTION (RA):</b>  |                 |
|             | BHEL reserves their right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA have been given in the 'General guidelines & instructions to bidders' enclosed as a part of NIT. Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.<br>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. Non- submission 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.<br><b>BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.</b> | <b>Accepted</b> |
| <b>17.0</b> | <b>AGENCY COMMISSION</b>  |                 |
|             | Vendors to specify the percentage agency commission payable to their Indian Agent in the vendor confirmation space given below. If agency commission is not applicable, vendor shall state that clearly in the space given below.   |                 |
|             | <b>AGENCY COMMISSION : APPLICABLE ( ___ %) / NOT APPLICABLE</b>   |                 |
|             | Particulars of Indian Agent (a copy of Agency agreement shall be enclosed. The CFR prices quoted shall include the agency commission) :   |                 |





An ISO 9001 Company

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

MM/CE / GENL/001-EMD

**GENERAL GUIDELINES & INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER**

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

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|------------|-------------------|
| <b>1.0</b> | <b>QUOTATIONS</b> |
|------------|-------------------|

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 PARTS** as indicated below which shall be sealed in one outer envelope.

**Part I consists of Two inner envelopes and put in a sealed cover and super scribed as PART I - TECHNICAL AND UN-PRICED COMMERCIAL BID WITH EMD ENVELOPE INSIDE**

**Envelope I**

This sealed envelope should be clearly marked as **Part I - EMD Amount , Tender Number** and must contain the required EMD amount as indicated in the attached **Compliance Form**. EMD shall be payable as per the instructions, otherwise the offer will not be considered. Pay Order / Demand Draft/ Swift Copy should be accompanied by a covering letter containing the details of Enquiry No. and DD/Pay order / Swift Copy particulars. DD shall be in favour of "Bharat Heavy Electricals Limited, Tiruchirappalli".

**Envelope II**

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.

**Part 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, superscribing 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 / MM /CAPITAL EQUIPMENT & CBC  
1<sup>st</sup> FLOOR – INFORMATICS CENTRE BUILDING (EDP 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. Offers, if submitted by authorised agents of OEM/ Dealers should be accompanied by a VALID AUTHORISATION LETTER ISSUED BY THE OEM.**

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

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

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

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

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|--------|--|
| 2.2.1  | Acceptance of commercial terms and conditions by the bidders (in the <b>compliance form</b> enclosed)                                    |
| 2.2.2  | Port of shipment / Station of despatch   |
| 2.2.3  | Terms of payment   |
| 2.2.4  | CFR price (for foreign bidders) / F.O.R.BHEL works as required in the <b>compliance form</b> (attached with this Tender)                 |
| 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 the Price Bid <b>without the price details</b> to be enclosed. (UNPRICED BID)  |

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| <b>3.0</b> | <b>OPENING OF TENDERS</b> |
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**PART I**

a) EMD envelope would be opened on the tender opening date and if EMD is not submitted, the offer is liable to be rejected.

b) Technical & Un-priced commercial bid would be opened on the Tender opening date.

**PART II** – The Technical Bid received (under 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.

**TERMS & CONDITIONS OF REVERSE AUCTION**

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., ONLINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed Reverse Auction, Technically and Commercially acceptable bidders only shall be eligible to participate.

2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

3. 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.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Reverse Auction Process Compliance Form provided before RA along with Business Rules by the Service Provider. This Compliance Form shall be sent to the Service Provider well before the Reverse Auction in order to get the Log in ID and Password for participating in the RA. Without the submission of Reverse Auction Process Compliance Form, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, 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 noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL 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 BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before Reverse Auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as *per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**4.0 DEFINITIONS & OTHER TERMS**

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

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

**Taxes and Duties:** All Taxes, 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.

BHEL, Thirumayam TIN No., TNGST No. , CST. No. , ECC No. and Assessment circle will be informed at the time of ordering.

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.

For services rendered by the foreign vendor in India (like Erection & Commissioning 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.

If the foreign vendor possesses Indian PAN CARD (Permanent Account Number) Registration, the details of the same shall be furnished along with the Un-priced Bid cover (Part-II) with documentary evidences (PANCARD copy) for Income Tax purposes (concessions).

**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.
- A copy of the Agency Agreement with the above details shall be provided.

**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 at BHEL.

|            |                |
|------------|----------------|
| <b>5.0</b> | <b>GENERAL</b> |
|------------|----------------|

**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 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.

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## 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 with .....hereinafter 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 set out Bank Seal the..... day ..... month 200

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

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

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

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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)

| <b>List of Consortium Bank</b> |                           |    |   |
|--------------------------------|---------------------------|----|---|
|                                | <b>Nationalised Bank</b>  |    | <b>Nationalised Bank</b>                              |
| 1                              | Allahabad bank            | 19 | Vijaya Bank   |
| 2                              | Andhra bank               |    | <b>Public Sector Banks</b>                            |
| 3                              | Bank of Baroda            | 20 | IDBI  |
| 4                              | Canara Bank               |    | <b>Foreign bank</b>                                   |
| 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       |    | <b>Private bank</b>                                   |
| 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.

## **CONTRACT EXECUTION BANK GUARANTEE BOND**

This deed of guarantee made this ..... day of ..... 200. by the..... Bank Ltd, (hereinafter referred to as "the Bank") in favour of Bharat Heavy Electricals Limited, Tiruchirappalli having its registered Office at New Delhi with its Unit Office at Tiruchirappalli where as M/s..... having its registered office at ..... (hereafter called the "the Contractor") have entered in to contract with Bharat Heavy Electricals Limited, Tiruchirappalli for the supply of ..... vide Purchase Order No ..... dated .....

1. We ..... Bank Ltd, do hereby undertake to pay to Bharat Heavy Electricals Limited, Tiruchirappalli an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by Bharat Heavy Electricals Limited, Tiruchirappalli by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order.

2. We, ..... Bank Ltd, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Bharat Heavy Electricals Limited, Tiruchirappalli stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Bharat Heavy Electricals Limited, Tiruchirappalli by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order or by reason of the Contractor'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, ..... Bank Ltd, further agree to 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 Bharat Heavy Electricals Limited, Tiruchirappalli under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till Bharat Heavy Electricals Limited, Tiruchirappalli certifies that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all 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

For the purpose of this clause, any letter making demand on the Bank by Bharat Heavy Electricals Limited, Tiruchirappalli 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.

4. We,.....Bank Ltd, further agree with Bharat Heavy Electricals Limited, Tiruchirappalli that Bharat Heavy Electricals Limited, Tiruchirappalli 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 contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by Bharat Heavy Electricals Limited, Tiruchirappalli

against the said Contractor 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 reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of Bharat Heavy Electricals Limited, Tiruchirappalli or any indulgence by Bharat Heavy Electricals Limited, Tiruchirappalli to the said Contractor or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

We, ..... Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of Bharat Heavy Electricals Limited, Tiruchirappalli in writing.

In witness whereof we..... (indicate the name of Bank) have hereunto set out  
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 CEBG. Also please note that the CEBG 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 CEBG without meeting the above requirement will render the document invalid.**

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**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-II) ..... dtd:.....  
Category: ..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on  
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost  
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its  
notification No.S.O.1722(E) dated October 5, 2006 :  
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and  
furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED  
Act, 2006:  
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of  
Rs.....Lacs for .....Micro / Small (Strike off which is not applicable)  
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant