

BHARAT HEAVY ELECTRICALS LIMITED,  
 (A Government of India Enterprises)  
 Heavy Plates & Vessels Plant  
 Visakhapatnam – 530 012 INDIA.  
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**NOTICE INVITING TENDER (NIT)**

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

**SUB: 2000A, TPN ALUMINUM BUS DCUT**

Our Ref: **MM/2/10/4120/CAP/W-106/5106**

**DATE: 12.08.2015**

Sealed quotations in duplicate are invited from suppliers on or before **03.09.2015** **SUPERSCRIBING OUR REFERENCE AND CATEGORY OF TENDER** on the cover, for supply of the under mentioned stores within the above due date, otherwise send **REGRET LETTER**, strictly subject to the Terms & Conditions attached herewith.  
**LATE TENDERS ARE NOT ACCEPTABLE.**

ITEM No.	DESCRIPTION / SPECN. / SIZE	QTY
1.	2000A, TPN ALUMINUM BUS DCUT	50 meters
	<p><b>Encl:</b></p> <p>1. Technical Specifications ..... 5 Pages            2. Special Provision for Micro and Small Enterprises (MSE) ..... 2 Pages            3. General Terms/ commercial terms and conditions ..... 9 Pages            (INCLUDING CHECK LIST)</p>	

**For BHARAT HEAVY ELECTRICALS LIMITED,**

*Chirag Goel*  
**ENGINEER (MP-Capital Items)**  
**CHIRAG GOEL**  
 Engineer (MP-Cape)  
 Bharat Heavy Electricals Ltd.  
 HPVP, VISAKHAPATNAM-530 012

## TECHNICAL SPECIFICATION FOR LT BUS DUCT

**Brief description of work:** Design, manufacture, supply, erection, testing and commissioning of

- a) 415V, 3Ph+N, 50Hz, 2000Amps, 50KA for 1 second non phase segregated Bus-duct, suitable for indoor installation with necessary degree of protection for enclosure. (50 meters approx-considering all 5 substations).

<b>Qualification criteria:</b>		
1	Vendor should have executed at least one similar job in last three years. Purchase order along with completion certificate shall be submitted with the offer without which offer shall be rejected.	
2		
<b>Technical requirements:</b>		
Sl. No	Description	Vendors offer
1.0	<p>Design, manufacture, supply, erection ,testing and commissioning of</p> <p>a) 415V, 3Ph+N, 50Hz, 2000Amps, 50KA for 1 second non phase segregated Bus-duct, suitable for indoor installation with necessary degree of protection for enclosure. (50 meters approx which includes all required bends, flexible joints, phase crossings, adapter boxes, space heaters etc).</p> <p>Note: total running meters shall be 50 meters approx. considering all the substations ie T1,T2,T3,T4,T5. Quantity indicated is tentative. Quantity may increase or decrease as per site conditions. However billing shall be made on pro-rata basis. Vendor should quote on per meter basis.</p> <p>The Bus-duct shall be conformed to relevant Indian standards, IE rules, IE act and factory act. Bus-bars shall be designed for continuous rating Of 2000A at 40°C ambient temperature and temperature rise shall not exceed 50°C. The short circuit withstand capacity of Bus-bars shall be 50KA for 1 second. Bus-duct shall be provided with all necessary accessories, hardware, earthing, connections etc. as required and shall be suitable to connect between Existing bus duct (with copper busbars) and LT switch board panels).There should be a minimum gap of 300mm between the bus duct and the LT panel for maintenance purpose. However, the vendor shall co-ordinate matching of bus-duct with the Existing busduct and LT switch board panel. Vendors are requested to visit the site before quoting.</p>	Vendor to Confirm
1.1	Straight Run (Indoor) – as required.	Vendor to Confirm
1.2	Vertical/ Horizontal bends – As required.	Vendor to Confirm
1.3	Adapter box at MV switchgear end – as required.	Vendor to Confirm
1.4	Supporting structure – As required	Vendor to specify
1.5	Service: Indoor	Vendor to Confirm
1.6	Type: Non-Segregated	Vendor to Confirm

**TECHNICAL SPECIFICATION FOR LT BUS DUCT**

1.7	Nominal system voltage: 415 ± 10% V (rms.)	Vendor to Confirm
1.8	Highest system voltage: 1.1 kV (rms.)	Vendor to Confirm
1.9	Rated continuous current: 2000 Amps	Vendor to Confirm
1.10	Frequency: 50 ± 3% Hz	Vendor to Confirm
1.11	Insulation levels – power frequency withstand voltage: 2.5 kV (rms.)	Vendor to Confirm
1.12	Short time current for 1 sec: 50 kA (rms.)	Vendor to Confirm
1.13	Dynamic withstand current: 110 kA (peak)	Vendor to Confirm
1.14	Bus bar: Bus bars shall be of Aluminium. a) Material: Aluminium grade – 6106 T6	Vendor to Confirm
1.15	Flexible joints a) Material: Tinned copper flexible b) Size: As required c) Location: At junctions, Switch gear End & Expansion joints	Vendor to Confirm
1.16	Bus bar insulators: 1.1 kV Grade SMC Insulators	Vendor to Confirm
1.17	Enclosure a) Material: MS – CRCA b) Thickness: 2 mm c) Degree of protection: suitable for indoor.	Vendor to Confirm
1.18	Earthing a) Material: Aluminium b) Size: vendor to furnish with sizing calculation.	Vendor to furnish
1.19	Painting: a) Bus bar: colour coded PVC sleeve b) Enclosure (Interior and exterior): Powder Coated Epoxy of color Light grey, shade 631 of IS-5	Vendor to Confirm
1.20	The equipment shall also conform to the provisions of Indian Electricity rules and other statutory regulations currently in force in the country	Vendor to Confirm
1.21	In Case Indian standards are not available for any equipment, standards issued by IEC/BS /VDE/ IEEE/ NEMA or equivalent agency shall be applicable	Vendor to Confirm
1.22	In Case of any contradiction between various referred standards / specifications / data sheet and statutory regulations the following order of priority shall govern. a) Statutory regulations b) Job specifications c) Codes and standards.	Vendor to Confirm
1.23	The Offered equipment shall be brand new with state of art technology and proven field track record. No	Vendor to Confirm

**TECHNICAL SPECIFICATION FOR LT BUS DUCT**

	prototype equipment shall be offered.	
1.24	Vendor shall ensure availability of spare parts and maintenance support services for the offered equipment from the date of supply.	Vendor to Confirm
<b>2.0</b>	<b>SHOP CONDITIONS</b> The LT Bus duct shall be suitable for installation and satisfactory operation in a substation with restricted natural air ventilation, in a tropical, humid and corrosive atmosphere	Vendor to Confirm
2.1	If not specifically mentioned, a design ambient temperature shall be 50° C and relative humidity 93%.	Vendor to Confirm
2.2	All The equipment described in this specification is intended for continuous duty at the specified rating under the specified ambient conditions, unless and otherwise specified.	Vendor to Confirm
<b>3.0</b>	<b>DESIGN AND FABRICATION REQUIREMENTS</b>	
3.1	The LT Bus duct enclosure shall be dust and vermin proof and shall provide a suitable degree of protection	Vendor to Confirm
3.2	All hardware shall be corrosion resistant. All joints and connections of the LT Bus duct bolts shall be made of galvanized or zinc passivated or cadmium plated high quality steel nut sand washers, secured against loosening.	Vendor to Confirm
3.3	Suitable removable type eyebolts/ lifting hooks shall be provided for lifting of the LT Bus duct/shipping section. These eyebolts/ lifting hooks, when removed shall not leave any opening in the LT Bus duct.	Vendor to Confirm
3.4	The Bus-duct shall be provided with aluminum bus-bar IS grade 63401/ E91 EWP grade. All the bus-bar supporting insulators are resilient mounted and are easily accessible for inspection/ maintenance through inspection covers at suitable intervals.	Vendor to Confirm
3.5	GA drawing with dimensions, weight etc., and design calculation with regard to current density, short circuit and sizing of bus bars shall be furnished along with the offer, without which the offer will be rejected.	Vendor to Confirm
3.6	Both horizontal and vertical bus bars, bus joints and supports shall be capable of withstanding dynamic and thermal stresses of the specified short circuit currents.	Vendor to Confirm
3.7	Only zinc passivated or cadmium plated high tensile strength steel bolts, nuts and washers shall be used for all bus bar joints and supports.	Vendor to Confirm
3.8	All bus bars shall be insulated with heat shrunk PVC sleeves of 1100 V grade. Red, yellow and blue colour shall be used for phase bus bars and black colour shall be used for neutral bus bars. Alternatively, colour bands at suitable intervals along PVC sleeved bus bars may be provided. Removable type shrouds shall be provided for joints.	Vendor to Confirm
3.9	Required space heaters including thermostat with wiring up to one junction box / marshalling box near MV panel shall be considered in the scope of supply.	Vendor to Confirm
3.10	The Bus-duct enclosure shall be rectangular in shape and shall be fabricated with 2mm CRCA sheet steel.	Vendor to Confirm
3.11	The Bus duct shall be spray painted with two coats of epoxy based final paint, shade of 631 as per IS and	Vendor to Confirm

**TECHNICAL SPECIFICATION FOR LT BUS DUCT**

	mat black powder coating inside the bus duct chamber.	
3.12	Minimum clearance between live parts, between live parts/neutral to earth shall be 19 mm. However clearances between terminals at components shall be as per applicable individual standards for components	Vendor to Confirm
3.13	The vendor shall supply / provide the suitable bus ducts support structure drawing from floor.	Vendor to Confirm
3.14	Name plate or polyester adhesive stickers shall be provided for equipment mounted inside the LT Bus duct. Special warning plates shall be provided on removable covers or doors giving access to cable terminals and bus bars.	Vendor to Confirm
<b>4.0</b>	<b>INSPECTION, TESTING AND ACCEPTANCE</b>	
4.1	During fabrication, the LT Bus duct shall be subject to inspection by BHEL or by an agency authorized by BHEL. The manufacturer shall furnish all necessary information concerning the supply to BHEL inspectors.	Vendor to Confirm
4.2	All routine and acceptance tests shall be carried out at manufacturer's work under his care and expense	Vendor to Confirm
4.3	Type and shop tests shall be witnessed by an inspector of BHEL or an agency authorized by BHEL. Prior notice of minimum 1 week shall be given to the inspector for witnessing the tests.	Vendor to Confirm
4.4	Vendor shall give inspection call at least 1 week in advance prior to dispatch.	Vendor to Confirm
<b>5.0</b>	<b>PACKING AND DESPATCH</b>	
5.1	All the equipment shall be divided into several shipping sections for protection and ease of handling during transportation .The equipment shall be properly packed for selected mode of transportation i.e. by ship/rail or trailer. The LT Bus duct shall be wrapped in polyethylene sheets before being placed in wooden crates /cases to prevent damage to the finish. Crates /cases shall have skid bottoms for handling. Special precaution notations such as 'Fragile', 'This side up', 'Centre of gravity', 'weight', Owner's particulars, Purchase order number etc. shall be clearly marked on the package together with other details as per purchase order. The equipment may be stored outdoors for long periods before installation. The packing should be suitable for outdoor storage in areas with heavy rains and high ambient temperature unless otherwise agreed.	Vendor to Confirm
<b>6.0</b>	<b>DOCUMENTATION :</b>	
6.1	Three sets of following documents (Hard copies) and a soft copy in English language shall be supplied along with the LT Bus duct. a) Layout of bus duct showing location of transformer and switch gear panel, wall opening etc. b) Cross-sectional details of bus duct. c) General arrangement of Bus duct dimensions etc. d) Technical (manufacturer's) data sheets. e) Routine and Type test certificates. f) Catalogues/ leaflets of bus ducts, bought out components etc.	Vendor to Confirm

**TECHNICAL SPECIFICATION FOR LT BUS DUCT**

<b>7.0</b>	<b>GUARANTEE</b>	
7.1	Guarantee for complete equipment and all supplied accessories / attachments / equipments / items for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.	Vendor to Confirm
<b>8.0</b>	<b>MAKE OF BOUGHT OUT ITEMS:</b>	Vendor to furnish

**Special Provision for Micro and Small Enterprises (MSE)**

Applicable for INDIAN Manufacturers only:

- i) As per the public procurement policy notified by the Central Government, Micro & Small Enterprises (MSE) participating in the tender quoting Price within Price band of L1 + 15% will be allowed to supply a portion of requirement subject to acceptance of L1 price in a situation where L1 price is from someone other than a Micro & Small enterprise and such Micro and Small Enterprise shall be allowed to supply upto 20% of Quantity. In case of more than one such MSE, the supply shall be shared proportionately.
- ii) 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
- iii) Special provision for Micro and Small Enterprises owned by SC or ST:  
Out of 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
- iv) MSE Suppliers can avail the intended benefits only if they submit along with offer, the attested copies of either EM-II certificate having deemed validity (Five Years from the date of issue of acknowledgement in EM-II) **OR** valid NSIC certificate **OR** EM-II certificate along with attested copy of a CA certificate (Format enclosed as per Annexure–C where deemed validity of EM-II certificate of Five Years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be date of bid opening (Part-I in case of two part bid). Non submission of such documents will lead to consideration of their bid at Par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

**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 per the latest audited financial year ..... 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

**(Strike off whichever is not applicable)**

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.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

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

Bidders shall submit the offer in TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope.

**Envelope I:** This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked “**Part I – Technical and Un-priced commercial bid**” Indicating Tender No., Due Date and Address & Reference of the Bidder.

**Envelope II:** This sealed envelope should contain price details this envelope should be clearly marked “**Part II - Price bid**” indicating Tender No., Due Date and Address & Reference of the Bidder.

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

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

**Sr. Manager (MM)**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEAVY PLATES & VESSELS PLANT**  
**VISAKHAPATNAM - 530 012 (A P), INDIA.**

Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

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

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

This part shall include / indicate the following:

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

2.1.6. Information on shipping weight and cubage (length, width & height) to be provided

2.1.7. In case of foreign bidder offer, the Principal's technical offer only should be enclosed.

## 2.2 Un-Priced Commercial

This part shall include / indicate the following

2.2.1. Port of shipment / Station of dispatch

2.2.2. Terms of payment

2.2.3. FOB/FCA price along with freight charges up to Chennai port (for foreign bidders) Ex-works/FOR Dispatch Station price along with freight charges up to BHEL Visakhapatnam (for Indian bidders)

2.2.4. Taxes, Service tax & duties including Cess applicable.

2.2.5 Delivery Schedule

2.2.6. Filled-in check list to be enclosed

2.2.7. Offer validity

2.2.8. Country of origin

2.2.9. Percentage of agency commission if any along with a copy of Agency agreement The FOB/FCA/CFR Prices quoted shall include the agency commission.

2.2.10. A copy of "Un-Priced Part II 'i.e., a copy of the Price Bid without the price details to be enclosed.

2.2.11 BHEL Visakhapatnam is eligible for availing CENVAT / VAT credit on both inputs and capital inputs. The suppliers invoice should separately indicate the amount of duty / taxes and should invariably mention the following details:

1. The Central excise registration number, range division and commission rate of the supplier's jurisdiction.
2. The rate of duty and 8 digit central excise tariff heading of the item supplied.
3. The TIN, VAT, CST registration number of the supplier.

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

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

## 3.0 **PART II (PRICE – BID)**

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

## 4.0 **OPENING OF TENDERS**

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

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

### GENERAL

5.1 Incomplete offers will not be considered.

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

5.3 **Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their home currency, which should be clearly indicated in the un-priced commercial bid as well as in the price bid. Price bid opening date/ RA date will be considered as effective date for considering exchange rate to evaluate the offers.

- 5.4 **Terms of Delivery:** Bidders are required to quote their best delivery period. Foreign Bidders should submit their offer for net FOB/ FCA – Nearest Sea Port / Air Port as well as CFR / Chennai Seaport/ Airport. Freight charges up to Chennai port to be indicated separately. Indian Bidders should submit their offer for Dispatching station as well as FOR BHEL Visakhapatnam basis. Freight charges from works to BHEL Visakhapatnam to be indicated separately. Delivery from the date of Letter of Intent to be mentioned in the offer.
- 5.5 **Taxes and Duties:** All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No/ Tariff No. etc, failing which the purchaser will not be liable for payment of such Taxes and Duties (Our TIN No.28280189432, APGST No. VSP/04/1/1023 dated 24.08.1968. CST No.VSP/04/1/1012 dated 24.08.1968 & BHEL Visakhapatnam ECC No AAA CB 7076 N-XM001. Assessment circle Visakhapatnam.)
- 5.6 **Validity:** The offers for main equipment and spares shall be kept open for acceptance for a period of 120 days (one hundred and twenty days) from the dates of opening of the tender (part I)
- 5.7 **Terms of Payment:**
- 5.7.1 **Indian Bidders:**  
80% payment (80% of basic price + 100% Taxes) will be made within 45 days of receipt of material and balance 20% will be made after acceptance of material/commissioning of the equipment at BHEL, Visakhapatnam and on submission of Performance Bank Guarantee for 10%.
- 5.7.2 **Foreign Bidders**  
An Irrevocable letter of Credit shall be established for 80% of FOB/FCA/CFR/ (excluding Indian Agent's commission) 2 months prior to shipment and valid for 3 months for negotiation against shipment Letter of Credit shall be opened through a branch of State Bank of India in the country where order shall be placed. In case, in the country where order is placed, State Bank of India is not there, Letter of Credit will be confirmed by foreign banker. Balance 20% of FOB/FCA/CFR value shall be paid through sight draft on Commissioning & acceptance of the equipment at BHEL Visakhapatnam, against submission of 10% performance bank guarantee. All Bank charges outside India are to supplier's account. Lump sum erection and commissioning charges if any, shall be payable after satisfactory erection & commissioning of the equipment by sight draft against certificate issued by the competent authority.
- 5.7.3 **Common to both India & Foreign Bidders.**  
Erection & Commissioning (E&C) charges will be released after deduction of Income Taxes as per the Govt. of India rules. The TDS certificate will be issued by BHEL. Applicable service tax on E&C charges will be payable extra. The liability of depositing the same to the Govt. will be of the supplier.
- 5.7.4 **Loading criteria common to both Indian and foreign bidders:** Vendor should accept the payment terms specified above. However for any deviation to the payment terms offered with reference to the above criterion will be loaded with prime lending rate of SBI prevailing on date of opening of price bid + 2%, which shall be computed for the differential period between BHEL Visakhapatnam terms of payment and the offered basic price.
- 5.8 DUNS number (allotted by M/s. DUN & Bradstreet) shall be mentioned in your offer.
- 5.9 **Guarantee:** The equipment shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of commissioning and acceptance whichever is earlier.  
**Offers from vendors not accepting to the requested guarantee period will be rejected.**

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

- 5.16 **Inspection & Testing:** All goods shall be subject to inspection by BHEL Visakhapatnam or its authorized representatives at supplier's works or at BHEL Visakhapatnam 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, Visakhapatnam.
- 5.17 **Operating and Maintenance manuals:** The Bidders shall clearly mention in their offer that Operating Maintenance Manuals as called for in the Technical Specification in the required number of copies will be provided.
- 5.18 **Cenvat & VAT credit. (for Indian Bidders only):** The quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charges to us. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to the purchaser.
- 5.19 **Packing:** The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involves for normal transport by sea / air / rail road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.
- 5.20 **Salient Points of HSE** (Health, Safety & Environment) that are to be considered while submissions of offer are:
- 5.20.1 Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuels/chemicals)
- 5.20.2 Competency requirements for operation, maintenance and calibration, if any, shall be communicated
- 5.20.3 If any Hazardous chemicals as per MSIHC (Manufacturing, Storage and import of Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided, along with on site & OFF site emergency plan (as applicable).
- 5.20.4 The noise level at operator level shall be within 90 DbA
- 5.20.5 OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified
- 5.20.6 The machine/equipment shall be fitted with guard for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948
- 5.20.7 The supplier shall submit the layout drawing of operating controls, displays etc and operating instructions to enable ergonomics evaluation and approval
- 5.20.8 The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished
- 5.20.9 Alarm System (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment.
- 5.20.10 Details of all hazardous / harmful substances discharges as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV./IR (Ultra violet / Infra red) radiations, etc shall be furnished, along with their concentrations and their TLV, (Threshold Limit Value)

- 5.20.11 Appropriate pollution control measures shall be proposed to keep the emissions from the machinery / processes within the prescribed limit as stated in Environment Protection Rules 1986.
- 5.20.12 All furnaces, process units, DG sets, paint booths, shot blasting chambers, etc shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- 5.20.13 wherever industry specific standards are not available for control of pollutants, general emission standards shall be used
- 5.20.14 Chemicals banned due to their negative impact on the environment shall not be used on the process
- 5.20.15 Fuels with sulphur content less than 0.05% shall be proposed.
- 5.20.16 Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process.
- 5.20.17 Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, Storage and Import of Hazardous Chemical 1989, etc. shall be followed.
- 5.20.18 Primary materials used in the equipment shall be specified and they shall be eco - friendly.
- 5.21 Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL Visakhapatnam).
- 5.22 BHEL Visakhapatnam also reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy.
- 5.23 BHEL Visakhapatnam reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at another project / unit.
- 5.24 BHEL Visakhapatnam 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 Visakhapatnam.
- 5.25 BHEL Visakhapatnam reserves the right to go for a Reverse Auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.

**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

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

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

4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
  5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
  6. BHEL Visakhapatnam will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL Visakhapatnam like Packing & Forwarding charges, taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL Visakhapatnam standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
  7. Reverse auction will be conducted on scheduled date & time.
  8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
  9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL Visakhapatnam through Service provider within 24 hours of Auction without fail.
  10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL Visakhapatnam as per prevailing procedure.
  11. In case BHEL Visakhapatnam 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 Visakhapatnam shall be opened as per BHEL Visakhapatnam's standard practice.
- 5.26 **Force Majeure clause:** If at the time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist, if the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

**CHECK LIST**

Bidder's acceptance to BHEL Visakhapatnam's Standard Commercial Terms & Conditions.

**Applicable for Indian bidders**

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

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

**Signature & Office Seal of the bidder**

**CHECK LIST**

Bidder's acceptance to BHEL Visakhapatnam 's Standard Commercial Terms & Conditions.

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

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

**Signature & Office Seal of the bidder**