



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

CAPITAL EQUIPMENT/ MATERIALS MANAGEMENT

ENQUIRY	Phone: +91 431 257 7653
NOTICE INVITING TENDER	Fax : +91 431 252 0031
	Email : skaruna@bheltry.co.in
	Web : www.bhel.com

TWO PART BID	Enquiry Number:	Enquiry Date:	Due date for submission of quotation:
Tender to be submitted in two parts.	2631500005	22.08.2015	15.09.2015

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	Kitchen Exhaust and Fresh Air Ventilation System as per the technical specification, BHEL commercial terms & conditions applicable (to be downloaded from web site www.bhel.com or http://tenders.gov.in)	1 Set	16.01.2016

Important points to be taken care during submission of offer

1. This is an E-tender issued online through our E-Procurement Site <https://bheleps.buyjunction.in>. The Bidder should respond by submitting their offer online in our e-Procurement platform at <https://bheleps.buyjunction.in>.
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 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 "2631500005".

<p>Tenders should reach us before 14:00 hours on the due date Tenders will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present</p>	<p>Yours faithfully, For BHARAT HEAVY ELECTRICALS LIMITED <i>Kb Singh</i> KUMAR GAUTAM SINGH Senior Engineer MM / Capital Equipment BHEL, TRICHY - 620 014.</p>
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PART A (Qualification Criteria)		
DESIGN,SUPPLY,INSTALLATION AND COMMISSIONING OF FUME EXHAUST AND FRESH AIR SYSTEMS		
S.No	Description	Vendor to specify details
1	Only those vendors, who have designed ,Supplied and commissioned ducted fume extraction system / fresh air systems for at least two companies in the past five years and such item should be working satisfactorily for a minimum period of one year after completion of commissioning as on the date of opening of this tender.	
2	The vendor should submit following details which are necessary for qualifying their offer.	
2.1	Name and postal address of the customer / company where similar equipment commissioned.	
2.2	Name and designation of the contact person of the customer.	
2.3	Phone, FAX no and email address of the contact person of the customer.	
2.4	Along with Technical offer, the Vendor should submit performance certificate from minimum one customer for the satisfactory performance of the system which has been supplied to them in the customer's letter head.	
3	The vendor should visit the site before submitting the offer, to assess the quantum of work involved. Those vendors who have made site visit only will be qualified for further evaluation process.	
4	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected.	

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Part - B (Technical Specification)

DESIGN,SUPPLY,INSTALLATION AND COMMISSIONING OF FUME EXHAUST AND FRESH AIR SYSTEMS AS PER THE FOLLOWING SPECIFICATION.

SL.NO	DESCRIPTION	SPECIFICATION	Specified/To be confirmed by vendor	DEVIATIONS / REMARKS
1	PURPOSE & MEDIUM			
1.1	Purpose: The purpose of the system is to extract and exhaust out the oil fumes, odour, etc., generated out of the cooking area oil fumes in the canteen and ensure supply of fresh air circulation in the cooking area of the canteen through separate ducting systems to create a good ventilated conducive working atmosphere in the Canteen.	Vendor to Confirm		
1.2	Application: To let out the fumes generated in the Hot plates (Dosa Plate) area & sigree (frying pans) area at canteen and supply of fresh air in to the same area.	Vendor to Confirm		
2	Existing Equipment Details of Kitchen area of 58 Canteen			
2.1	1.Dimension of Hot plate (Dosa plate) area 2.Hot plate (Dosa. Plate) size:1100 mmm x 1500mm - 5nos. (Ref. enclosed drawing 0-TP-CEG-01639)	Vendor to Confirm		
2.2	1.Dimension of Frying pans (Sigree) area 2. Frying pans size: 1mt. dia. - 10 Nos. (Ref. enclosed drawing 0-TP-CEG-01639)	Vendor to Confirm		


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a) Design,Supply,Installion and commissioning of Fumes Exhaust system for the following areas (Ref. enclosed drawing: 0-TP-CEG-01639)

I.HOT PLATES (DOSA PLATES) AREA

3	CONSTRUCTION			
3.1	The industrial exhaust fans assembly shall consist of the following items in assembled condition.			
3.2	Exhaust Fan with impellor and casing	Vendor to confirm		
3.3	Motor	Vendor to Confirm		
3.4	Base Frame with lifting handles	Vendor to Confirm		
3.5	Suction frame with filter	Vendor to Confirm		
4	FUMES EXHAUST FANS			
4.1	Type of Blower : Centrifugal	Vendor to Confirm		
4.2	Blower Type: "V" Belt drive type	Vendor to Confirm		
4.3	Volume / flow minimum 30000 CMH	Vendor to Confirm		
4.4	Static Pressure: 75mm wg	Vendor to Confirm		
4.5	Blower Size	Vendor to specify		
4.6	Impellor material construction - Mild Steel Powder Coated	Vendor to Confirm		
4.7	Casing material - Mild steel Powder Coated	Vendor to Confirm		
4.8	Casing thickness - 12 G	Vendor to specify		
4.9	Blower Size	Vendor to specify		
4.10	Blower make	Vendor to specify		
4.11	Vibration isolators	Vendor to confirm		
4.12	Paint :Epoxy painted	Vendor to confirm		
5	FAN MOTOR			
5.1	Motor power Rating	Vendor to specify		
5.2	Motor RPM	Vendor to specify.		
5.3	Motor Type	Vendor to specify		
5.4	Supply Voltage 415 V ,50hz,3 ph	Vendor to Confirm		
5.5	Insulation class - F	Vendor to Confirm		
5.6	Class of Protection: IP 55	Vendor to Confirm		
5.7	All Motors should be as per IEC standard	Vendor to confirm		

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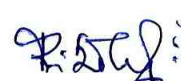
5.8	Make : Siemens, crompton greaves,ABB,Kirloskar,Bharat Bijlee and Alstom	Vendor to Confirm & spcify		
5.9	Starter : DOL /Star delta starter	Vendor to specify		
5.10	Starter make: SIEMENS/L&T/SCHNEIDER/ABB/BCH or other makes which shall be acceptable to BHEL.	Vendor to Confirm & spcify		
6	Hoods			
6.1	Material of construction: SS 202	Vendor to Confirm		
6.2	Thickness not less than 20G	Vendor to Confirm		
7	Oil Grease Filters:			
7.1	Material of construction: SS 202 grade	Vendor to Confirm		
7.2	Thickness not less than 24G	Vendor to Confirm		
8	Ducting:			
8.1	Material of construction: GI sheet with angle frames	Vendor to Confirm		
8.2	Thickness not less than 22G for main duct and 24G for bends	Vendor to specify		
8.3	Rain protect bends & bird screens have to be provided at the duct outlet point.	Vendor to Confirm		
II.SIGREE (FRYING PANS) AREA				
9	CONSTRUCTION			
9.1	The industrial exhaust fans assembly shall consist of the following items in assembled condition.			
9.2	Exhaust Fan with impeller and casing	Vendor to confirm		
9.3	Motor	Vendor to Confirm		
9.4	Base Frame with lifting handles	Vendor to Confirm		
9.5	Suction frame with filter	Vendor to Confirm		
10	FUMES EXHAUST FANS			
10.1	Type of Blower : Centrifugal	Vendor to Confirm		
10.2	Blower Type: "V" Belt drive type	Vendor to Confirm		
10.3	Volume / flow minimum 40000 CMH	Vendor to Confirm		
10.4	Static Pressure: 75mm wg	Vendor to Confirm		
10.5	Blower Size	Vendor to specify		

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10.6	Impeller material construction - Mild Steel Powder Coated	Vendor to Confirm		
10.7	Casing material - Mild steel Powder Coated	Vendor to Confirm		
10.8	Casing thickness - 12G	Vendor to confirm		
10.9	Paint :Epoxy painted	Vendor to confirm		
10.10	Blower Make	Vendor to specify		
10.11	Vibration isolators	vendor to confirm		
11	FAN MOTOR			
11.1	Motor power Rating	Vendor to specify		
11.2	Motor RPM	Vendor to specify.		
11.3	Motor Type	Vendor to specify		
11.4	Supply Voltage 415 V ,50hz,3 ph	Vendor to Confirm		
11.5	Insulation class - F	Vendor to Confirm		
11.6	Class of Protection: IP 55	Vendor to Confirm		
11.7	All Motors should be as per IEC standard	Vendor to confirm		
11.8	Make : Siemens, crompton greaves,ABB,Kirloskar,Bharat Bijlee and Alstom.	Vendor to Confirm & specify		
12	Hoods:			
12.1	Material of construction: SS 202 grade	Vendor to specify.		
12.2	Thickness not less than 20G	Vendor to specify.		
13	Oil Grease Filters:			
13.1	Oil grease filter to be provided With oil dripping pan arrangement, baffle filters (which are detachable and cleanable) along with oil collecting cups at the ends.	Vendor to confirm		
14	Oil Filters:			
14.1	Material of construction: SS-202 grade	Vendor to Confirm		
14.2	Thickness not less than 24G	Vendor to Confirm		
15	Ducting:			
15.1	Material of construction: GI sheet with angle frames	Vendor to Confirm	<i>P. Elango</i>	<i>R. Solai Raj</i>
15.2	Thickness not less than 22G for main duct and 24G for bends	Vendor to Confirm		
15.3	Rain protect bends & bird screens have to be provided at the duct outlet point.	Vendor to Confirm	P. ELANGO Maintenance Engineer aintenance & Services BHEL, TRICHY - 620 014.	R. SOLAI RAJ Sr. Engineer Maintenance & Services BHEL, TRICHY - 620 014.

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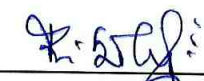
16	Starter : DOL /Star delta starter	Vendor to specify		
16.1	Motor starter - SIEMENS/L&T/SCHNEIDER/ABB/BCH or other makes which shall be acceptable to BHEL.	Vendor to confirm & specify		
b) Supply of Fresh Air System (supply air) for the following areas (Ref. enclosed drawing: 0-TP-CEG-01639)				
I.HOT PLATES (Dosa plates) area				
17	CONSTRUCTION			
17.1	The fresh air supply system shall be supplied with the following components in assembled condition.			
17.2	Axial Flow fan	Vendor to Confirm		
17.3	Motor	Vendor to Confirm		
17.4	Discharge frame	Vendor to Confirm		
17.5	suction duct with filter	Vendor to Confirm		
18	FRESH AIR FANS			
18.1	Volume / flow : minimum 27000CMH	Vendor to Confirm		
18.2	Static Pressure: 35 mm WG	Vendor to specify		
18.3	Type:Axial Flow fan , 'V' belt drive	Vendor to Confirm		
18.4	Impeller material construction - Mild Steel powder coated	Vendor to confirm		
18.5	Casing material thickenss - 12 G	Vendor to confirm		
18.6	Vibration isolators	vendor to confirm		
18.7	Casing material - Mild steel powder coated	Vendor to confirm		
19	FRESH AIR FAN MOTOR			
19.1	Motor power Rating	Vendor to specify		
19.2	Motor RPM	Vendor to specify.		
19.3	Suppply Voltage 415 V ,3 ph,3 wire system.	Vendor to Confirm		
19.4	Insulation class - F	Vendor to Confirm		
19.5	Class of Protection: IP 55	Vendor to Confirm		
19.6	Make : Siemens, crompton greaves,ABB,Kirloskar,Bharat Bijlee and Alstom.	Vendor to Confirm & specify		

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20	Starter : DOL /Star delta starter	Vendor to specify		
20.1	Motor starter - SIEMENS/L&T/SCHNEIDER/ABB/BCH or other makes which shall be acceptable to BHEL.	Vendor to confirm & specify		
21	Air Grills			
21.1	Supply air Grills with double deflection arrangement and VCD dampers	Vendor to confirm		
21.2	Material of construction: powder coated aluminum louvers	Vendor to confirm		
21.3	Air intake louvers:			
21.4	Material of construction: GI sheet	Vendor to confirm		
21.5	Thickness not less than 22G	Vendor to confirm		
22	Fresh Air filter Plenum			
22.1	Material construction: MS sheet (not less than 16G)	Vendor to confirm		
22.2	Painting: Inner side - Epoxy painting & Outer side: Hammer tone dark gray paint	Vendor to specify		
22.3	Size	Vendor to specify		
22	Fresh air Filters:			
22.1	5 microns (With housing)	Vendor to confirm		
22.2	Nylon washable rod with bonding	Vendor to confirm		
22.3	Size of fresh air filter	Vendor to specify		
23	Ducting:			
23.1	Material of construction: GI sheet with angle frames	Vendor to Confirm		
23.2	Thickness not less than 22G for main duct and 24G for bends	Vendor to Confirm		
23.3	Rain protect bends & bird screens have to be provided at the duct outlet point.	Vendor to Confirm		

II. SIGREE (FRYING PANS) AREA

24	CONSTRUCTION			
	The fresh air supply system shall be supplied with the following components in assembled condition.			
24.1	Blower fan	Vendor to Confirm		
24.2	Motor	Vendor to Confirm		
24.3	Discharge frame	Vendor to Confirm		
24.4	suction duct with filter	Vendor to Confirm		

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25	FRESH AIR FANS			
25.1	Volume / flow :minimum 27000 CMH	Vendor to confirm		
25.2	Static Pressure: 35 mm WG	Vendor to specify		
25.3	Type:Axial Flow fan , 'V' belt drive	Vendor to confirm		
25.4	Impellor material construction - Mild Steel powder coated	Vendor to confirm		
25.5	Casing material thickenss - 12 G	Vendor to confirm		
25.6	Vibration isolators	vendor to confirm		
25.7	Casing material - Mild steel powder coated	Vendor to confirm		
26	FRESH AIR FAN MOTOR			
26.1	Motor power Rating	Vendor to specify		
26.2	Motor RPM	Vendor to specify.		
26.3	Supplly Voltage 415 V ,3 ph,3 wire system.	Vendor to Confirm		
26.4	Insulation class - F	Vendor to Confirm		
26.5	Class of Protection: IP 55	Vendor to Confirm		
26.6	Make : Siemens, crompton greaves,ABB,Kirloskar,Bharat Bijlee and Alstom.	Vendor to Confirm		
27	Starter : DOL /Star delta starter	Vendor to specify		
27.1	Motor starter - SIEMENS/L&T/SCHNEIDER/ABB/BCH or other makes which shall be acceptable to BHEL.	Vendor to confirm & specify		
28	Air Grills			
28.1	Supply air Grills to be provided with double deflection arrangement and VCD dampers	Vendor to confirm		
28.2	Material of construction: powder coated aluminum louvers	Vendor to confirm		
29	Air intake louvers:			
29.1	Material of construction: GI sheet	Vendor to confirm		
29.2	Thickness not less than 22G	Vendor to specify		
30	Fresh Air filter Plenum			
30.1	Material construction: MS sheet (not less than 16G)	Vendor to confirm		
30.2	Painting: Inner side - Epoxy painting & Outer side: Hammer tone dark gray paint	Vendor to specify		
30.3	Size	Vendor to specify		

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31	Fresh air Filters:			
31.1	5 microns (With housing)	Vendor to confirm		
31.2	Nylon washable rod with bonding	Vendor to confirm		
31.3	Size of fresh air filter	Vendor to specify		
32	Ducting:			
32.1	Material of construction: GI sheet with angle frames,	Vendor to Confirm		
32.2	Thickness not less than 22G for main duct and 24G for bends	Vendor to Confirm		
32.3	Rain protect bends & bird screens have to be provided at the duct outlet point.	Vendor to Confirm		
33	Electrical			
33.1	Electrical armored copper cable for Blower connection (ISI marked)	Vendor to Confirm		
33.2	Inter connecting Electrical cable between starter and blower / fan motor should be of copper cable suitable rating (ISI marked) acceptable to BHEL. Double Earthing should be provided for all fan motors. Length of cable for each Installation has to be laid by the supplier.	Vendor to confirm		
34	INSPECTION			
34.1	Exhaust and fresh air systems and accessories to be offered for Inspection by BHEL for checking the outlook and performance before despatch. If required it shall be offered at blower supplier's works.	Vendor to confirm		
35	ERECTION AND COMMISSIONING			
35.1	All the manpower required for the above Erection activities (Both mechanical and electrical cabling) are under the scope of the supplier.	Vendor to confirm		

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35.2	Design ,Manufacture ,supply and erection of the exhaust and fresh air fans with complete ducting material required from the roof of the building to the delivery frame of the exhaust fans and suction frame of the fresh air fans are under the scope of the supplier	Vendor to confirm		
35.3	All structural supports required at the site for erecting and positioning the exhaust fans and the fresh air fans has to be fabricated by the supplier after assessing the requirements.	Vendor to confirm		
35.4	All Major Civil works such as wall breaking, finishing works, foundation works etc. will be under BHEL scope and all minor civil works such as jumbering, wall drilling, provision of welding machines, cutting sets etc. will be under contractor's scope	Vendor to confirm		
35.5	All the consumables like water, air, electricity, electrodes, cutting gas will be issued by BHEL at free of cost.			
35.6	The vendor should visit the site before submitting the offer, to assess the quantum of work involved. Those vendors who have made site visit only will be qualified for further evaluation process.	Vendor to confirm		
35.7	During commissioning the supplier has to prove the design parameters of the installed systems as per the order and specifications.	Vendor to confirm		
35.8	Inter connecting Electrical cable between starter and blower / fan motor should be of copper cable suitable rating acceptable to BHEL .Double Earthing should be provided for all fan motors. Length of cable for each Installation has to be laid by the supplier.	Vendor to confirm		


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36	Packing :			
36.1	Rigid packing should be provided for items like fans, blowers, drives, electric / electronic panels and controls and such other items susceptible to damage during transit.	Vendor to confirm		
37	Guarantee :			
37.1	12 months from the date of commissioning and acceptance at BHEL works or 18 months from the date of supply whichever is earlier.	Vendor to confirm		
38	General			
38.1	EXHAUST / FRESH AIR FANS Model No.	Vendor to specify		
38.2	Total Connected load	Vendor to specify		
38.3	Floor area (i.e, Length, Width, Height) for complete system.	Vendor to specify		
38.4	Total weight of the individual exhaust system and fresh air fan system.	Vendor to specify		

NOTE: Necessary care should be taken by the vendor for the following points:

1. Suitable anti vibration mount for the blowers/fans.
2. Suitable support structure and clamping arrangements for hoods& ducting etc.
3. Any other left out items which are required for the satisfactory performance of the above system.
4. Fasteners like bolt, nut, washer etc required for connecting the ducts should be stainless steel and ducting joints should be leak proof.
5. Provision of flexible connection wherever required.
6. Provision of dampers at the appropriate locations in the ducting.
7. Blower mounting base frames along with suitable foundation bolts and nuts.
8. Guard for motors and belts.
9. Electrical cable for connecting the starters and motors should be copper cable.
10. The Exhaust and Fresh air blowers are to be installed on the terrace of the 58 Canteen

Terms and conditions:

1. The vendor should visit the site before submitting the offer, to assess the quantum of work involved. Those vendors who have made site visit only will be qualified for further evaluation process.
2. During guarantee period four quarterly free check-up and service should be done by the supplier.
3. Necessary tools and tackles required for this work are in the scope of vendor.

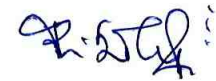

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| 4. Supplier should adhere necessary safety pre cautions while carrying out this work. |
| 5. Three sets of catalogue & operating manual should be supplied along with their equipments. |
| 6. Necessary power supply required for this work will be given by BHEL on free of cost. |
| 7. Electrical work like cable laying up to main switch boxes will be done by BHEL. |
| 8. Vendors should furnish the scope of work like civil concrete foundation etc. well in advance with details. |
| 9. Civil work like grouting foundation bolts, foundation for installing the blowers, wall opening if required shall be done by BHEL. |
| 10. Pre-despatch inspection will be done by the BHEL Engineers at vendor's works. |

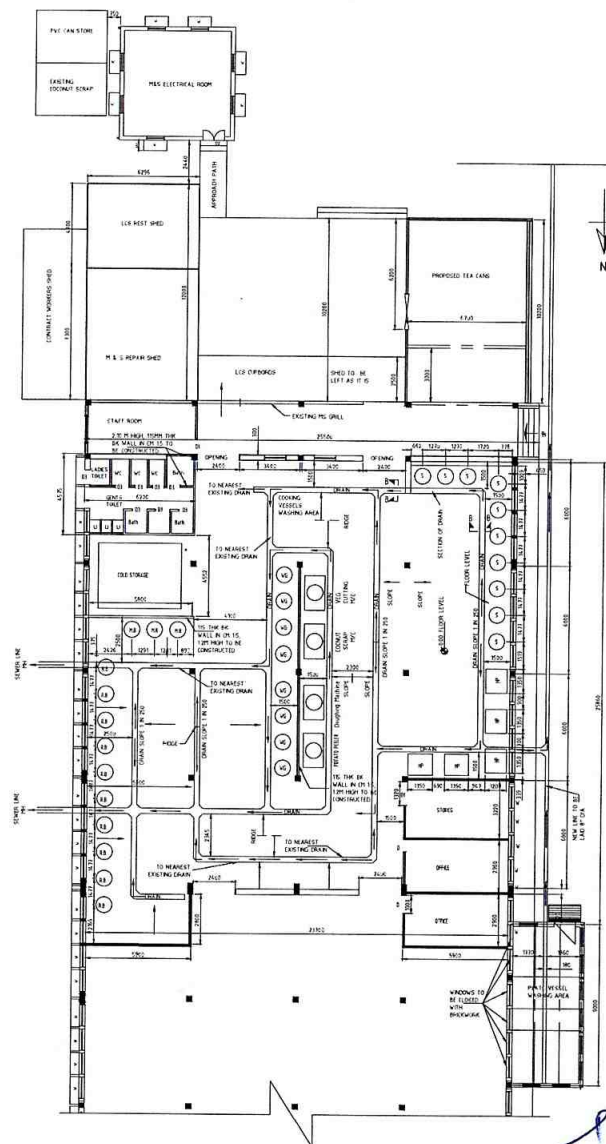
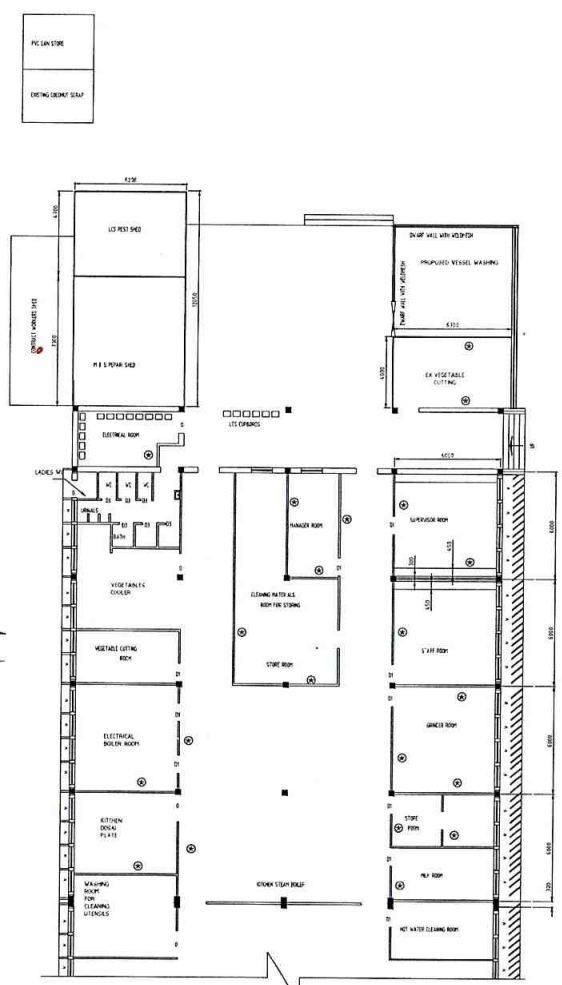
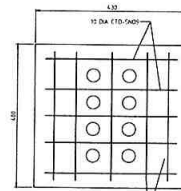
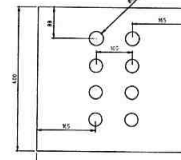
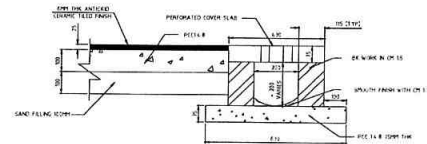
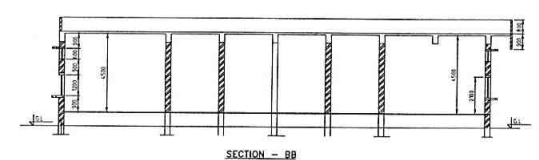


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ALL DIMENSIONS ARE IN MILLIMETERS



NOTES:
 1. ALL DIMENSIONS ARE IN MM AND LEVELS ARE IN METRES.
 2. FOR DETAILS OF PROPOSED ELECTRICAL ROOM REFER D-17P-CEG-01633 LATEST.
 3. FOR DETAILS OF PROPOSED PLATE VESSEL WORKING AREA REFER DRG. NO. 17P-CEG-01638 LATEST.
 4. WALLS ARE TO BE UNKARTLED.

LEGENDS:
 D - GLAZED ALUMINIUM DOOR - 800X2100
 D1 - GLAZED STEEL DOOR - 1000X2100
 D2 - GLAZED STEEL DOOR - 1200X2100
 D3 - P.V.C. DOOR - 1100 X2100
 W - GLAZED ALUMINIUM WINDOW WITH GRILL - 1200X1200
 WC - WATER CLOSET
 U - URINAL
 RW - RAIN W/CE
 RB - RICE BOILER
 WG - WET DRAINER
 WB - WET BOILER
 HP - HOT PLATE
 S - SAGGERI SERVING STAND

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TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT		58 CANTEN	
DATE	NO.	DATE	NO.
17/01/2014	01	17/01/2014	01
PROJECT NAME		PROJECT NAME	
BHEL Heavy Electricals Ltd		BHEL Heavy Electricals Ltd	
1001 HIGH PRESSURE BOILER PLANT		1001 HIGH PRESSURE BOILER PLANT	
TRICHYRAPPALI - 620014		TRICHYRAPPALI - 620014	
DATE	NO.	DATE	NO.
17/01/2014	01	17/01/2014	01
TITLE		DRAWING NO.	
MODIFICATION TO EXISTING KITCHEN AREA		0-TP-CEG-01639	
DATE	NO.	DATE	NO.
17/01/2014	01	17/01/2014	01



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.

NOTE: MSE VENDORS MAY PLEASE REFER SL.NO.6 OF THIS DOCUMENT FOR THE SPECIAL PROVISIONS APPLICABLE TO THEM AS PER GOVERNMENT DIRECTIVES.

1.0 QUOTATIONS

This is an E-tender issued online through our E-Procurement Site <https://bheleps.buyjunction.in>. The Bidder shall respond by submitting their offer online in our e-Procurement platform at <https://bheleps.buyjunction.in> . Sealed cover bids / e-Mails / FAX / Manual offer will NOT be accepted.

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate)(Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying Authority as given below:

1	e-Mudhra	http://www.e-Mudhra.com
2	GNFC	www.ncodesolutions.com
3	IDRBT	www.idrbtca.org.in
4	MTNLTrustline	www.mtnltrustline.com
5	NIC	www.safescrypt.com
6	Safescrypt	www.safescrypt.com
7	TCS	www.tcs-ca.tcs.co.in

Vendors interested to participate in this online tendering must contact the centralized helpdesk team at mjunction, Kolkata who is our Service Provider. Their helpdesk officers will provide the required assistance and guidance on the following:

Digital Signature Certificate (DSC)

- Procedure for Installation of DSC
- Registration of DSC with User ID of EPS portal

Submission of Bids online

- Procedure for viewing NIT through the portal
- Procedure for submission of bids online through the portal

The Contact details of our Service Provider is as below:-

M/s m Junction services Limited,

Kolkata Godrej Water Side, 3rd Floor, Tower-1, Plot-V, Block - DP

Sector - V, Salt Lake, Kolkata-700091, West Bengal, INDIA

Please get in touch with them immediately. The contact details of the service provider is given below:

SL	NAME	e-Mail ID	Mobile No	ROLE
1	DHANARAJ.P	panneer.dhanaraj@mjunction.in	(+91) 9500199108	CRM
2	HELP DESK	eps.customercare@mjunction.in	033-66106426/6217/6013/6046/6176 9163348283/9163348284/9163348285 /9163348286/8584008116	

Vendors can also refer to the instruction available under Help Desk Information available in the our E-Procurement Site <https://bheleps.buyjunction.in>

1.1 TWO PART QUOTATION:

Considering the nature of procurement which requires a good amount of technical details, brochures, catalogues etc., are to be submitted along with the offer. 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:

PART I - TECHNICAL AND UN-PRICED COMMERCIAL BID WITH PROOF FOR HAVING WIRE TRANSFERRED EMD AMOUNT

This Part should contain the bidder's offer against BHEL Technical Specification with supporting documents such as technical catalogue, brochures, drawings etc together with un-priced commercial bid.

The EMD amount as indicated in the enclosed compliance form shall be sent through wire transfer to the following Bank Details and a proof of the wire transfer shall be uploaded in Part I of the offer.

BHEL Bank Details to which the EMD amount is to be deposited:

BENEFICIARY: BHEL
ACCOUNT NO: 10891588977
SWIFT: SBININBB190
BANK: STATE BANK OF INDIA
BRANCH: HE / KAILASAPURAM
PLACE: TRICHIRAPPALLI, INDIA

Part II

This part should contain **price details**.

The above tender should be submitted online on or before the due date by 14.00 Hrs (IST). Tenders received after 14.00 Hrs (IST) will not be considered for evaluation.

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

The Bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and mjunction Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.

Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

Tender should be free from **CORRECTION AND ERASURES**. 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.

2.0	PART I (TECHNICAL & UN-PRICED COMMERCIAL BID)
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2.1	Technical
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The documents uploaded in this part shall include / indicate the following:

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

2.2	Un-Priced Commercial
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The documents uploaded in this part shall include / indicate the following:

2.2.1	Acceptance of commercial terms and conditions by the bidders (in the Compliance Form enclosed with the tender)
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 check list (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 without the price details to be enclosed. (UNPRICED BID)

3.0	OPENING OF TENDERS
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PART I

- a) If the EMD is not submitted on the tender opening date, the offer is liable to be rejected.
- b) Technical & Un-priced commercial bid would be opened on the Tender opening/Due 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 Online Reverse Auction route or Online Price Bid opening route for finalizing the tender and the date of the same will be intimated by BHEL 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
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Fixed price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price written in words shall be valid and binding.

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

Taxes and Duties: All Taxes, 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. Our TIN No. , CST No. BHEL ECC No. IE Code and Assessment circle for the particular BHEL Unit will be notified 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 BHEL.

5.0

GENERAL

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.

6.0	SPECIAL PROVISIONS APPLICABLE FOR MSE VENDORS
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In line with the Gazette Notification issued by Ministry of Micro, Small and Medium Enterprises on MSE suppliers 20% of the tendered quantity is earmarked for MSE suppliers. Out of the 20% tendered quantity earmarked for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.

In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either

1. EM II certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or

2. Valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits 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 (Part 1 in case of two part bid.)

Non submission of such documents will lead to consideration of their bid at par with other bidders and MSE status of such suppliers shall be shifted to NON MSE suppliers till the supplier submit this documents. Documents should be notarized or attested by a Gazetted officer.

Definitions of MSEs owned by SC / ST is under:

- In case of proprietorship firm, proprietor must be SC/ST.
- In case of partnership firm, the SC / ST partners must be holding at least 51% shares in the unit.
- In case of private limited companies, at least 51% share must be held by SC/ST promoters.

Authorized Offices to issue SC/ST certificate.

The caste / Tribe / Community certificate issued by the following authorities in the prescribed form for SCs / STs can be considered.

- District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1st Class stipendary magistrate / Sub Divisional Magistrate / Taulka Magistrate / Executive Magistrate / Extra Assistant Commissioner.
- Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate.
- Revenue Officer not below the rank of thasildar.
- Sub-Divisional officer of the area where the individual and / or his family normally resides.

To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

PERFORMANCE BANK GUARANTEE BOND

In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi 110 049) through its High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirappalli- 620014 (hereinafter called 'the Company') having entered into a contract withhereinafter called 'the said Supplier and under the terms and conditions of the Purchase Order No..... Dt Between BHEL, Tiruchy and as per the Purchase Order, the Supplier is to furnish a performance Bank guarantee for Rs. for the due performance of the equipment to be supplied under the above referred Purchase Order and for the fulfilment of all the terms and conditions of the Purchase Order, We(indicate the name of the bank) (herein after referred to as the bank) at the request of (Supplier) do here by undertake to pay the Company an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Supplier of any of the terms and conditions contained in the said Purchase Order.

2. We(indicate the name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Supplier of any of the terms and conditions contained in the said Purchase Order or by the reason of the Supplier's 'failure to perform' the said Purchase Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Supplier in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We.....(indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Order and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till Office / Department / Division of the Company certify that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Supplier and accordingly discharge this guarantee.5. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable **and Payable only by any one of the BHEL Consortium Banks in India (List is attached herewith)** notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by BHEL dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media

addressed to the Bank **(any one of the BHEL Consortium Banks as per list attached as selected by the vendor)** shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

6. We(indicate the name of Bank), further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Supplier or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

8. It shall not be necessary for the Company to proceed against the Supplier before proceeding against the guarantor--Bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Supplier shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.

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

10. The guarantor hereby declare that it has power to execute this guarantee and the executants has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.

11. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

In witness whereof we..... (indicate the name of Bank) have hereunto 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.

The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks in India,

LIST OF CONSORTIUM BANKS IN INDIA

(as on 15.12.2011)

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

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

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.

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 at 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 forMicro / Small (Strike off which is not
applicable) Category under MSMED Act 2006.

Date

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

UNDERTAKING

- 1) Status as per Local Income Tax Act of the recipient (strike out whichever is not applicable): Company / Partnership Firm / Individual / Others (**specify the status**).
- 2) We hereby confirm that we are tax resident of _____ and that the benefit of Double taxation avoidance agreement between India and _____ is available to us.
- 3) We confirm that our Income-tax Permanent Account / Registration number is _____.
- 4) We confirm that our Principal place of Business is _____.
- 5) We do not have Indian Permanent Account number.
- 6) The Income received will be included in our income and liable to tax regulations in _____.
- 7) We do not have Permanent Establishment in India as defined in Article 5 of the Treaty during the financial year _____.
- 8) I / We here by confirm that my/our stay in India will be _____ in aggregate during the financial year _____.
- 9) I / We do not have a fixed base regularly available in India for performing the activities.

VERIFICATION

We understand that the aforesaid details have been furnished in respect of withholding tax compliance under the provision of Income-tax Act, 1961 in India. We, also hereby declare that what is stated above is true to the best of our knowledge and belief.

Place:

Date:

Signature of payee

PERMANENT ESTALISHMENT CERTIFICATE

TO WHOM IT MAY CONCERN

This to confirm that _____ does not consider itself to have a permanent Establishment in India as defined under Article 5 of the DTTA between _____ and India on "Permanent Establishment" for the Financial Year _____.

Name of Company:

Signature:

Name of Person:

Designation:

Date:

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,PBG)

Description of the Equipment: Kitchen Exhaust and Fresh Air Ventilation System - 1Set

BHEL Tender No. & Date: 2631500005 dt.22.08.15

ENQUIRY TERMS & CONDITIONS		Vendor's Confirmation
1.0 PRICE BID:	Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part 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.	Accepted
	The bidder has to quote charges for 'Supply' and 'Erection & Commissioning' separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL). 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.	
2.0 CURRENCY OF PAYMENT:	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	
3.0 VALIDITY:	Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.	Accepted
4.0 EARNEST MONEY DEPOSIT (EMD):	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.	Accepted
	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. BHEL Bank Details: BENEFICIARY: BHEL ACCOUNT NO: 10891588977 SWIFT: SBININBB190 BANK: STATE BANK OF INDIA BRANCH: HE / KAILASAPURAM PLACE: TRICHIRAPPALLI, INDIA	
4.1 RETURNING OF EMD:	EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer. The EMD of successful bidder shall be returned after Order Acknowledgement. EMD shall not carry any interest.	Accepted
4.2 The rate of EMD for this Tender will be (INR) :		40,000/-
5.0 RELEASE OF PURCHASE ORDER:	Purchase Orders will be released separately for supply and service portion on the successful vendor.	Accepted

6.0	PAYMENT TERMS: THROUGH LETTER OF CREDIT (LC):	
	<p>For SUPPLY P.O. 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&C Certificate. Payment of E&C value shall be made against Final Minutes of Meeting for E&C issued by BHEL. Final Minutes of Meeting for E&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>	
	i. an Irrevocable Unconfirmed L/C will be opened for 80% of the payment towards supply, due on shipment after BHEL receiving the Pre-dispatch Inspection call / intimation of readiness of the ordered items, from the supplier but not earlier than 60 days before the shipment date	Accepted
	ii. 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.	
	<ol style="list-style-type: none"> 1. Certificate stating that it has no permanent establishment in India (Format Attached). 2. Certificate of undertaking in letter head. (Format Attached). 3. Permanent Account Number (PAN) of the vendor (If available). 	
	<p>For BALANCE OF SUPPLY P.O. & SERVICE P.O. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid through TT against Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and submission of Performance Bank Guarantee (PBG).</p>	
6.1	Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:	
	<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&C for the equipment. However, in any case, payment against dispatch shall not exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: (a) Base Rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by bidder. (b) On account of payment through LC, 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>	Accepted
7.0	Value for Erection & Commissioning at BHEL:	
	Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as E&C). E&C is in the scope of supplier, and hence the E&C value should be quoted separately.	
	E&C value should be quoted separately by Bidders. Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment . The bidder, however, can choose to quote the E&C value higher than the below mentioned minimum E&C value (%) and suitably apportion the supply value.	Accepted
	COST OF ERECTION & COMMISSIONING PORTION QUOTED BY VENDOR (%) - (Should be equal to or more than 2.5%)	
	In case of non-acceptance to split the cost of the equipment into supply portion and E&C portion, then the Payment of 80% thro' LC will be reduced to -(%)	77.50
	In such cases, the balance amount (%) payable after commissioning	22.50
8.0	Taxes & Duties:	
	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 & duties payable shall be clearly mentioned in the offer, failing which such taxes and duties shall have to be borne by the vendor.	Accepted

9.0	Income Tax applicable.	
	Any service charges payable towards supervision of E&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&C payment.	Accepted
9.1	Details of valid Indian PERMANENT ACCOUNT NUMBER (PAN) of the company, if registered may be provided in the space given below: (in addition a copy of the PAN CARD shall be attached along with Part II Techno Commercial bid)	
10.0	Delivery terms, delivery period required and evaluation process:	
10.1	Delivery terms: CFR Chennai Seaport / Airport - Incoterms 2010	Accepted
	Basis of Delivery Terms :	
	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.	Accepted
10.2	Delivery period: Vendor shall comply with this required period.	
	Bidder should quote time period separately for 'Supply' and 'E&C' of equipment.	
	(a) Supply period :- For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (B/L or AWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of drawings etc., should not be linked to the delivery period. (b) E&C period :- Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.	Accepted
	DELIVERY PERIOD (in months) REQUIRED BY BHEL (SUPPLY PORTION)	3
	DELIVERY PERIOD (in months) OFFERED BY VENDOR (SUPPLY PORTION)	
	DELIVERY PERIOD (in months) REQUIRED BY BHEL (E & C PORTION)	2
	DELIVERY PERIOD (in months) OFFERED BY VENDOR (E & C PORTION)	
	However, while evaluating the offers, those offers which are not conforming the requested delivery period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
	BHEL reserves the right to accept an offer not meeting the NIT / Enquiry delivery. However based on the requirement, the Technically Suitable offerers would be requested to reduce their offered delivery schedule and in case if it is not meeting BHEL requirement or maximum limit considered by the Technical Committee, the offer may become liable for rejection.	Accepted
11.0	PERFORMANCE BANK GUARANTEE:	
	The vendor to whom order is released shall submit a Performance Bank Guarantee (PBG) for 10% of the Purchase Order value in the format enclosed covering the agreed Guarantee period (with additional 2 months as claim period).	Accepted
	PBG shall be issued exactly as per the BHEL Format attached with this Tender (without any deviation) by any one of the Consortium Banks of BHEL (List Enclosed) or from a reputed Bank and confirmed by any Consortium Bank of BHEL.	
	All bank charges incurred in India and outside India on account of issuance of PBG will have to be borne by the foreign vendor.	
	1) It should be typed in the INR 100 value of stamp paper.	Accepted
	(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.	
	(3) It should be submitted with bank covering letter with sign and seal of the bank official.	
	Offers from vendors not accepting to submit PBG are liable for rejection.	
12.0	LIQUIDATED DAMAGES (LD):	
	a) LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).	
	Maximum LD for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).	

	In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value (Supply + E&C) for each individual machine.	Accepted
	b) For the purpose of LD for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. c) Loading on account of non-acceptance of LD for delayed Supply and/or E&C shall be as under: In case any bidder is not accepting the above LD for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.	
	d) Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.	
	For the purpose of levying LD, the date of shipment (BL /AWB date) will be considered.	
	Loading Factor for non-acceptance of LD clause for delayed Supply and/or E&C: In case any bidder is not accepting the above LD clause for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder .	
13.0	SHORT SUPPLY / WARRANTY REPLACEMENT:	
	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. Warranty Replacements during Guarantee period at supplier's cost on DDP - Incoterms 2010 basis	Accepted
14.0	RISK PURCHASE:	
	If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.	Accepted
15.0	GUARANTEE:	
	Vendors shall provide a guarantee for 12 months from the date of commissioning of the equipment or 18 months from the date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply. Offers from vendors not accepting to the requested guarantee period are liable for rejection.	Accepted
16.0	REVERSE AUCTION (RA):	
	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. 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. BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.	Accepted
17.0	AGENCY COMMISSION	
	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.	
	AGENCY COMMISSION : APPLICABLE (___ %) / NOT APPLICABLE	
	Particulars of Indian Agent (a copy of Agency agreement shall be enclosed. The CFR prices quoted shall include the agency commission) :	

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 REQUIRING EMD AND PBG)

Description of the Equipment: Kitchen Exhaust and Fresh Air Ventilation System - 1Set

BHEL Tender No. & Date: 2631500005 dt.22.08.15

ENQUIRY TERMS & CONDITIONS**Vendor's
Confirmation****1.0 PRICE BID:**

Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part 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.

Accepted

The bidder has to quote charges for 'Supply' and 'Erection & Commissioning' separately. The evaluation of tender shall be on the basis of "NET CASH OUTFLOW VALUE (total cost to BHEL).

2.0 VALIDITY:

Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.

Accepted**3.0 EARNEST MONEY DEPOSIT (EMD):**

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.

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".

BHEL Bank Details:

BENEFICIARY: BHEL

ACCOUNT NO: 10891588977

SWIFT: SBININBB190

BANK: STATE BANK OF INDIA

BRANCH: HE / KAILASAPURAM

PLACE: TRICHIRAPPALLI, INDIA.

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.

Accepted

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 Annexure - I) 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.

3.1 RETURNING OF EMD:

EMD given by all unsuccessful Tenderer shall be refunded on award of LOI/PO on successful Tenderer.

The EMD of successful bidder shall be returned after submission of Order Acknowledgement.

EMD shall not carry any interest.

Accepted**3.2 The rate of EMD for this Tender will be (INR) :****40,000/-****4.0 RELEASE OF PURCHASE ORDER:**

Purchase Orders will be released separately for supply and service portion on the successful vendor.

Accepted

5.0	PAYMENT TERMS: DIRECT PAYMENT	
	<p>For SUPPLY P.O.: 80% payment of Supply P.O. value shall be made within 45 days from the date of receipt of material at BHEL.</p> <p>For BALANCE OF SUPPLY P.O. & SERVICE P.O. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and submission of Performance Bank Guarantee (PBG)</p>	Accepted
5.1	Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:	
	<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&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: Base Rate of SBI as applicable on the scheduled date of tender opening + 6%, for the amount & period of relaxation sought by bidder.</p>	Accepted
6.0	Value for Erection & Commissioning at BHEL:	
	Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, training to operators, supervising foundation work etc. (to be together called as E&C). E&C is in the scope of supplier , and hence the E&C value should be quoted separately.	Accepted
	E&C value should be quoted separately by Bidders. Only in case where quoted value is less than the minimum value indicated below or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated below and accordingly supply value will be adjusted from that quoted value and the balance will be released as E&C payment . The bidder, however, can choose to quote the E&C value higher than the below mentioned minimum E&C value (%) and suitably apportion the supply value.	Accepted
	COST OF ERECTION & COMMISSIONING PORTION QUOTED BY VENDOR (%) - (Should be equal to or more than 2.5%)	
	In case of non-acceptance to split the cost of the equipment into supply portion and E&C portion, then the Payment of 80% against supply will be reduced to -(%)	77.50
	In such cases, the balance amount (%) payable after commissioning	22.50
7.0	Taxes & Duties:	
	<p>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.</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>	Accepted
8.0	Delivery terms, Delivery period required and evaluation process:	
8.1	Delivery terms: FOR BHEL, TRICHY, TAMILNADU	Accepted
	Basis of Delivery Terms :	
	Price break-up details like Basic price, P&F, Taxes & Duties, Freight and Insurance etc., should be indicated in the offer.	Accepted
8.2	Delivery period: Vendor shall comply with this required period.	
	Bidder should quote time period separately for 'Supply' and 'E&C' of equipment.	
	<p>(a) Supply period :- For Supply portion, duration shall be counted from the date of Purchase Order. Vendors are required to indicate the best delivery period i.e., time period required for dispatch (LWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of drawings etc., should not be linked to the delivery period.</p> <p>(b) E&C period :- Duration shall be counted from the date of intimation by BHEL to vendor for deputation of their Engineers for E&C.</p>	Accepted
	DELIVERY PERIOD (in months) REQUIRED BY BHEL (SUPPLY PORTION)	3
	DELIVERY PERIOD (in months) OFFERED BY VENDOR (SUPPLY PORTION)	
	DELIVERY PERIOD (in months) REQUIRED BY BHEL (E & C PORTION)	2
	DELIVERY PERIOD (in months) OFFERED BY VENDOR (E & C PORTION)	

	However, while evaluating the offers, those offers which are not conforming the requested delivery period, COMMERCIAL LOADING @ ½% of the purchase order value per week will be done for the EXTRA PERIOD requested. For evaluation 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	Accepted
	BHEL reserves the right to accept an offer not meeting the NIT / Enquiry delivery. However based on the requirement, the Technically Suitable offerers would be requested to reduce their offered delivery schedule and in case if it is not meeting BHEL requirement or maximum limit considered by the Technical Committee, the offer may become liable for rejection.	Accepted
9.0	PERFORMANCE BANK GUARANTEE:	
	The vendor to whom order is released shall submit a Performance Bank Guarantee (PBG) for 10% of the Purchase Order value in the format enclosed covering the agreed Guarantee period (with additional 2 months as claim period).	Accepted
	PBG shall be issued exactly as per the BHEL Format attached with this Tender (without any deviation) by any one of the Consortium Banks of BHEL (List Enclosed) or from a reputed Bank and confirmed by any Consortium Bank of BHEL.	
	All bank charges incurred on account of issuance of PBG will have to be borne by the vendor.	
	1) It should be typed in the INR 100 value of stamp paper.	Accepted
	(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.	
	(3) It should be submitted with bank covering letter with sign and seal of the bank official.	
	Offers from vendors not accepting to submit PBG are liable for rejection.	
10.0	LIQUIDATED DAMAGES (LD):	
	a) LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. The rate of LD for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).	
	Maximum LD for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).	
	In case PO includes more than one machine, the LD will be levied @ 0.5% per week of delay on PO value (Supply + E&C) for each individual machine.	
	b) For the purpose of LD for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. c) Loading on account of non-acceptance of LD for delayed Supply and/or E&C shall be as under: In case any bidder is not accepting the above LD for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.	Accepted
	d) Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him. For the purpose of levying LD, the date of shipment (LWB date) will be considered.	
	Loading Factor for non-acceptance of LD clause for delayed Supply and/or E&C: In case any bidder is not accepting the above LD clause for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.	
11.0	SHORT SUPPLY / WARRANTY REPLACEMENT:	
	In case, any shortage is noticed vis-a-vis PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL for such short supplies shall be borne by the supplier. Warranty Replacements during Guarantee period at supplier's cost on FOR BHEL Works basis.	Accepted
12.0	RISK PURCHASE:	
	If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.	Accepted

