



An ISO 9001  
Company

## Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

CAPITAL EQUIPMENT/ MATERIALS MANAGEMENT

### ENQUIRY

### NOTICE INVITING TENDER

Phone: +91 431 257 7771  
Fax : +91 431 252 0719  
Email : [rpmuthu@bheltry.co.in](mailto:rpmuthu@bheltry.co.in)  
Web : [www.bhel.com](http://www.bhel.com)

### TWO PART BID

Tender to be submitted in two parts.

**Enquiry  
Number:**

**2631000019**

**Enquiry  
Date:**

**11.05.2010**

**Due date for submission  
of quotation:**

**11.06.2010**

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
10	<b>Portable Flue Gas Analyser</b> as per the technical specification, general guidelines instructions & commercial conditions applicable (to be downloaded from web site <a href="http://www.bhel.com">www.bhel.com</a> or <a href="http://tenders.gov.in">http://tenders.gov.in</a> )	<b>8 Nos.</b>

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

- 1. Checklist to be duly filled and enclosed along with your offer failing which, the offer will not be considered for evaluation.**

**BHEL's General guidelines / instructions including bank guarantee formats and list of consortium banks, commercial terms check-list 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 " 2631000019".**

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

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED

Dy.Manager / MM / Capital Equipment



**ENQUIRY**  
(INDIGENOUS)

**BHARAT HEAVY ELECTRICALS LIMITED**

( A Government of India Undertaking )  
HIGH PRESSURE BOILER PLANT  
PURCHASE DEPARTMENT FOSSIL BOILERS  
THIRUCHIRAPALLI - 620014  
TAMILNADU (INDIA)

PHONE : 2577091  
GRAMS : BHARATELEC  
FAX NO: 2520719  
E-mail: kp@bheltry.co.in  
Web:

429-002/A

<b>Vendor Code :</b>	<b>Enquiry No</b>	<b>Enquiry Date</b>	<b>Due Date for Quotation</b>
<b>Vendor Name :</b>	2631000019	11.05.2010	11.06.2010
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	Portable Flue Gas Analyser (Specification enclosed) Portable Flue Gas Analyser	NO	8.000	8.00	26.07.10

**General Note:**

**COMMERCIAL TERMS AND CONDITIONS**

Bhel commercial terms & conditions with Price Bid and Bank Guarantee formats along with technical specifications can be download 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 "2631000019".

**1., QUOTATIONS**

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

**Envelope I** This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "Part I Technical and commercial bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

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

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

The above offer should reach this office on or before the due date by 14.00 Hrs (IST).Late offers will not be considered.

**2. POINT TO POINT CONFIRMATION TO BHEL'S SPECIFICATION AND COMMERCIAL TERMS AND CONDITIONS SHOULD BE PROVIDED IN THE ENCLOSED SHEET.**

<p>The offers should reach us before the time of opening of tenders. The offers will be opened at 14:30 hours on the due date in the presence of the tenderers who may like to be present. Late tenders are liable to be rejected.</p>	<p>Yours faithfully, For BHARAT HEAVY ELECTRICALS LIMITED</p> <p><i>mb</i> <b>R. RAGHAMITHU</b> MANAGER / PURCHASE (FOSSIL BOILERS)</p>
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**MM / Capital Equipment**  
**BHEL, TRICHY - 620 014.**



# BHARAT HEAVY ELECTRICALS LIMITED

( A Government of India Undertaking )  
HIGH PRESSURE BOILER PLANT  
PURCHASE DEPARTMENT - FOSSIL BOILERS  
THIRUCHIRAPALLI 620014  
TAMILNADU (INDIA)

PHONE : 2577091  
GRAMS : BHARATELEC  
FAX NO: 2520719  
E-mail: kp@bheltry.co.in  
Web:

2631000019 / 11.05.2010

3. DETAILED CATALOGUE AND DRAWINGS SHOULD BE SENT ALONG WITH YOUR TECHNICAL OFFER.

**Enclosures:**

"LD clause has to be confirmed without fail."

"Payment to vendors will be made only thro E-Payment mode"

The offers should reach us before the time of opening of tenders.  
The offers will be opened at 14:30 hours on the due date in the presence of the tenderers who may like to be present.  
Late tenders are liable to be rejected.

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED

*mlD*  
**R. PACHAMUTHU**  
MANAGER / PURCHASE  
(FOSSIL BOILERS)  
MM / ~~Equipment~~ Equipment  
BHEL, TRICHY - 620 014.

## Specification for PORTABLE FLUE GAS ANALYSER

**GASES TO BE MEASURED:** Oxygen(O<sub>2</sub>) 0-21 %.

CO – 0 - 2000ppm (Max).

NO -- 0- 2000 ppm.(Max)

SO<sub>x</sub> – 0- 2000 ppm (max)

CO<sub>2</sub> Calculated.

<b>METHOD</b>	: Electrochemical cells.
<b>SENSOR LIFE</b>	: Minimum 10 months. Methodology to detect remaining life of all sensors to be provided.
<b>CALIBRATION</b>	: Self calibration on ambient air for O <sub>2</sub> . User friendly manual calibration facility to be provided for CO, NO & SO <sub>2</sub> (by software). Manual calibration of O <sub>2</sub> also is preferable.
<b>DISPLAY</b>	: LCD programmable display.
<b>COMPUTATION of CO<sub>2</sub></b>	: CO <sub>2</sub> calculation has to be Integrated for fuel selected like coal, oil, natural gas etc.(i.e) Capable for calculating CO <sub>2</sub> in combustion products of Coal, Oil, Natural gas etc..
<b>OPERATION</b>	: Capable of continuous operation on battery (without direct power supply) for a minimum of 3hours with pump in service.
<b>SAMPLE DRAWING</b>	: Built in sampling pump of >2 litres/min to be provided with suction create minimum 1000mm.
<b>CAPACITY</b>	Pump should be capable of continuously operating for >4 hours.
<b>PROCESS CONNECTION</b>	: Necessary gas pre-filters and water catchpots to be provided.
<b>OUTPUT</b>	: Programmable display printout with inbuilt printer. RS232/RS423 communication port to be provided.
<b>PURGING FACILITY</b>	: Automatic programmable purging facility of all gases to be provided while shutdown. Higher CO cut off facility to be provided.
<b>POWER</b>	: Direct operation on 230v 50 Hz power supply and also with re-chargeable battery. Machine should have provision for recharging the battery by keeping the battery inside the machine itself. (i.e battery should not be disturbed from machine).
<b>SPARES</b>	: 1 no. of O <sub>2</sub> sensor and 10 nos of gas pre-filters to be provided with each equipment.
<b>MANUAL</b>	: Detailed operating & maintenance manual to be provided.
<b>PORTABILITY</b>	: Equipment must be portable and weight should not more than 8kgs. Equipment has to be provided with carrying Bag (No metal case) for each instrument.

BHEL'S SPECIFICATION		VENDOR'S CONFIRMATION	DEVIATION IF ANY
<b>The requirement is for Portable Gas analyser - as per the following specification:</b>			
<b>MODEL NAME</b>			
1	Gases to be measured		
	Oxygen	Range (0-21%)	
	CO2	Calculated	
	CO	Range 0-2000ppm	
	NOx	Range 0-2000ppm	
	SOx	Range 0-2000ppm	
2	Method	Electrochemical cells	
3	Sensor life	a) Minimum 10 months.	
		b) Methodology to detect remaining life of all sensors to be provided	
4	Calibration	a) Self calibration for O2 on ambient air.	
		b) Facility for manual calibration of all other gases.	
		c) Manual calibration of O2 also is preferable.	
5	Display	LCD programmable display	
6	Computation of CO2	Capable for calculating CO2 in combustion products of Coal, Oil, Natural gas etc..	
7	Operation	a) Capable of continuous operation on battery for a minimum of 3 hrs with out direct power supply.	
8	Sample drawing capacity	a) Built in sampling pump of > 2 litres/min to be provided. b) Pump suction should create min 1000mmWC	
9	Process connection	b) Pump should be capable of continuously operating for >4 hrs Necessary gas pre filters and catch pots to be provided.	
11	Output	a) Programmable display printout with inbuilt printer. b) RS232/RS423 communication port to be provided	
12	Purging Facility	a) Automatic programmable purging facility of all gases to be provided while shutdown. b) Higher CO cut off to be provided.	
13	Power	Direct operation on 230 V 50 Hz power with re-chargeable battery back-up.	
14	Spares	a) 1 No O2 cell to be provided. b) 10 Nos gas pre filters to be provided.	
15	Portability	a) Equipment shall be portable and should not weigh more than 8 Kgs. b) Carrying bag (No metal case) to be provided.	

Note: Supplier has to fill and submit this form separately against all the model for which they are submitting offer.  
For each model, supplier has to mention range, accuracy and resolution for all measuring gases.



An ISO 9001 Company

## **Bharat Heavy Electricals Limited**

(High Pressure Boiler Plant)

Tiruchirappalli-620014, Tamil Nadu, India  
MM/CAPITAL EQUIPMENT/MODERNISATION

**BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.**

### GENERAL TERMS AND CONDITIONS OF RA

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
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. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction

**Bharat Heavy Electricals Limited, Trichirapalli – 620 014**

(To be filled and submitted along with offer )

BHEL Enquiry No. 2631000019

Date: 11.05.2010

<b>BHEL Commercial Terms and Conditions for INDIGENOUS SUPPLIES</b>	<b>Vendor's Confirmation / Comments ( To be furnished along with offer copy ( or ) Technical Bid Copy ( Part No - I )</b>
Technical confirmation to BHEL's Specification as called for in BHEL Format shall be furnished. If needed additional sheets shall be used.	
<b>Prices shall be quoted item wise only as per the model format enclosed.</b>	
Prices shall be quoted on " <b>FIRM PRICE</b> " basis only. The prices should be only on F.O.R / Despatching station basis inclusive of Packing & Forwarding charges if any. Applicable percentage of ED & Sales Tax (VAT) should be clearly indicated.	
<b>Validity of offer shall be for a minimum period of 120 days from the date of Tender opening</b>	
<b>Delivery period from the date of Letter of Intent shall be clearly mentioned in the offer.</b>	
<b>Liquidated damages @ ½% per week subject to a maximum of 15% of the order value shall be applicable for delay in deliveries.</b>	
<b>Following Risk Purchase clause shall be applicable:</b> The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
<b>Submission of Performance Bank Guarantee (PBG):</b> Vendor should provide a performance bank guarantee(PBG) for 10% of the total Purchase order value valid for a period of 12 months from the date of commissioning (or) 18 months from the date of dispatch whichever is later with an additional claim period of 2 months. This PBG shall form one of the documents for effecting payment. The PBG shall be submitted in non-judicial stamp paper value of not less than Rs.80/- issued by any one of the following banks who is a member bank in our consortium of banks. <b>1) State Bank of India, 2) State Bank of Hyderabad, 3) State Bank of Travancore, 4) State Bank of Mysore, 5) Canara bank, 6) Bank of Baroda, 7) Punjab National bank, 8) Deutsche Bank, 9) HDFC Bank, 10) Standard Chartered Bank, 11) Citi Bank, 12) Standard Chartered Grindlays Bank 13) Bank of America and 14) Any one of the Nationalised banks.</b>	
<b>Payment terms for supply portion:</b> <ul style="list-style-type: none"><li>• <b>100% payment will be made within 45 to 90 days after receipt and acceptance / commissioning of goods at BHEL. against submission of PBG for 10% of Order value with required validity. (or)</b></li><li>• <b>80% value of the goods will be paid within 45 to 90 days against dispatch documents negotiated through bank. Balance 20% will be paid within 45 to 90 days from the date of commissioning / acceptance of goods against submission of supplementary invoice and also against submission of PBG for 10% of Order value with required validity. All bank charges are to vendor's account only.</b></li></ul>	
<b>NOTE:</b> All direct Payment of more than one lakh will be made through <b>E-mode Payment</b> . As per BHEL. e-mode Format, which will be given at time of ordering along with order copy. (Original filled <b>E-mode payment format</b> is to be get it signed by the both vendor's authorized signatory and their banker's along with a copy of <b>cheque leaf / cancelled cheque leaf</b> for the respective account number and forward the original hard copy to BHEL/Trichy to process invoices for making payment, after supplies are made).	

Contd.....2

<b>Erection / commissioning:</b> Erection / commissioning shall be done at free of cost.	
The equipment shall be guaranteed for a period of 12 months from the date of commissioning.	
Equipment will be inspected and proved at vendor's works prior to dispatch. However final inspection and acceptance of equipment will be after installation at BHEL, Trichy.	
The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.	
Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, Trichy basis.	
<b>Offers should be submitted only in sealed cover super-scribing clearly the Enquiry reference and due date.</b>	

**NOTE:-**

- a) It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.
- b) Your specific acceptance to the BHEL Payment terms, LD, Risk Purchase Clause & Submission of PBG for 10% of the order value are essential for consideration of your offer. Other wise your offer is liable for rejection.

Signature & Office Seal of the vendor



# MM : CAPITAL EQUIPMENT

**Bharat Heavy Electricals Limited, Trichirapalli – 620 014**

**(To be filled and submitted along with Offer)**

**BHEL Enquiry No. 2631000019**

**Date : 11.05.2010**

<b>BHEL Commercial Terms and Conditions for IMPORT SUPPLIES</b>	<b>Vendor's Confirmation / Comments</b>
Technical confirmation to BHEL's Specification as called for in BHEL Format shall be furnished. If needed additional sheets shall be used.	To be furnished along with offer (or) Technical Bid – Part No. 1
<b>Prices shall be quoted item wise only as per the model format enclosed.</b>	
Prices shall be quoted on " <b>FIRM PRICE</b> " basis only. The prices should be only on FOB/FCA basis inclusive of Packing & Forwarding charges if any.	
<b>Validity of offer</b> shall be for a minimum period of 120 days from the date of Tender opening	
<b>Delivery period</b> from the date of Letter of Intent shall be clearly mentioned in the offer.	
<b>Liquidated damages @ ½% per week</b> subject to a maximum of 15% of the order value shall be applicable for delay in deliveries.	
<b>Following Risk Purchase clause</b> shall be applicable: The Purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
<b>Payment terms for Foreign vendor (Principal):</b> 80% value of the goods will be paid through an irrevocable Letter of Credit established by our bankers. Balance 20% will be paid against acceptance / commissioning of goods for which supplementary invoice and PBG for 10% of total Purchase order value shall be submitted. <b>All bank charges outside India are to vendor's account only.</b>	
<b>Payment terms for Indian Agent:</b> Indian Agency commission, if any, shall be clearly specified in the offer and the same will be paid in Indian Rupees against acceptance / commissioning of the equipment.	
<b>Erection / commissioning:</b> Erection / commissioning shall be done at free of cost.	
<b>Submission of Performance Bank Guarantee (PBG):</b> Vendor should provide a performance bank guarantee(PBG) for 10% of the total Purchase order value valid for a period of 12 months from the date of commissioning (or) 18 months from the date of dispatch <b>whichever is later</b> with an additional claim period of 2 months. This PBG shall form part one of the documents for effecting the balance 20% payment.	
<b>Part Shipment or Transshipment is not permissible</b>	
In case of any short shipment in the main equipment / spares, where separate rates are not available in the contract. the customs duty levied on such supplies, shall be borne by the supplier / Indian agent.	
Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL. Trichy basis.	
Equipment will be inspected and proved at vendor's works prior to dispatch. However final inspection and acceptance of equipment will be after installation at BHEL, Trichy.	
The equipment shall be guaranteed for a period of 12 months from the date of commissioning.	
The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.	
<b>Offers should be submitted only in sealed cover super-scribing clearly the Enquiry reference and due date.</b>	

**NOTE:-**

- It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.
- The prices are to be offered only on FOB/FCA basis, inclusive of Packing & Forwarding charges if any.
- Your specific acceptance to BHEL Payment terms, LD, Risk Purchase Clause & Submission of PBG for 10% of the order value are essential for consideration of your offer. Other wise your offer is liable for rejection.

Signature & Office Seal of the vendor

**BHEL Enquiry No. & Date**

**2631000019 & 11.05.2010**

**Vendor's Offer Ref No. & Date**

**MODEL PRICE BID FORMAT FOR IMPORT VENDORS**

Sl No.	Description	Unit	Qty	Rate	Currency	Value	Currency
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Total Ex-works Value in currency

Add Packing & Forwarding Charges if extra  
**OR FOB /FCA Charges if extra**

FOB / FCA Value in Currency

Approximate Freight Charges in Currency  
Approximate Transit Insurance Charges in Currency

Installation / Commissioning Charges in Currency  
**(If extra applicable )**  
% Service Tax **(if extra applicable )**

**Consignment Package Details**

Approximate Net / Gross Weight in Kgs

Dimension of Consignment

**Signature & Seal of Vendor**

**NOTE:**

The Price Bid should be submitted strictly in line with the above **FORMAT**

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

## PERFORMANCE BANK GUARANTEE

1. In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi 110 049) through its High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirapalli- 620 014 (hereinafter called 'the Company') having entered into a contract with .....hereinafter called 'the said contractor' which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the contract No..... Dt ..... Between BHEL, Trichy and as per the contract, the contractor / supplier is to furnish a performance Bank guarantee for Rs. .... for the due performance of the equipment to be supplied under the above referred contract and for the fulfillment of all the terms and conditions of the contract, We .....(indicate the name of the bank) (herein after referred to as the bank) at the request of ..... (Contractor(s) ) do here by undertake to pay the company an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

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

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

4. We.....( indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. (I) Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.

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

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

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

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

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

In witness whereof we....., (indicate the name of Bank) have hereunto setout Bank Seal the \_\_\_\_\_ day \_\_\_\_\_ month 200

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

# MM : CAPITAL EQUIPMENT

## COMMERCIAL TERMS AND CONDITIONS

### 1.0 QUOTATIONS

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

Envelope I This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "Part I - Technical and commercial bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

Envelope II This sealed envelope should contain Price Details. This envelope should be clearly marked "Part II - Price Bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

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

The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered.

Tender should not be addressed to any Individual's name but only by designation to:

SR.MANAGER / MM /CAPITAL EQUIPMENT  
BHARAT HEAVY ELECTRICALS LIMITED  
HIGH PRESSURE BOILER PLANT  
TIRUCHIRAPALLI - 620 014  
TAMIL NADU, INDIA

Contd 2/-

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

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

## 2.0 PART I (TECHNICAL & COMMERCIAL BID)

### 2.1 Technical

This part shall include / indicate the following :

- 2.1.1. Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- 2.1.2. Point by point confirmation for the Technical Specification enclosed to be provided. If there are any deviation, the same should be clearly specified. Offers 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 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.
- 2.1.7. In case of foreign bidder offer, the Principal's technical offer should be enclosed.

### 2.2 Commercial

This part shall include / indicate the following :

- 2.2.1. Port of shipment / Station of despatch
- 2.2.2. Terms of payment
- 2.2.3. Taxes & duties applicable.
- 2.2.4. Delivery Schedule

- 2.2.5. Offer validity
- 2.2.6. Country of origin
- 2.2.7. Percentage of agency commission if any along with a copy of Agency agreement.
- 2.2.8. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details to be enclosed.

### 3.0. PART II (PRICE - BID)

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

### 4.0 OPENING OF TENDERS

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

The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date.

Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid.

### 5.0 GENERAL

- 5.1. Incomplete offers will not be considered.
- 5.2. **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 in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
- 5.3. **Bid Currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their home currency.
- 5.4. **Terms of Delivery:** Bidders are required to quote their best delivery period. Foreign Bidders should submit their offer for net FOB / FCA Nearest Sea / Air Port. Indian Bidders should submit their offer for FOR - Despatching Station.

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- 5.5. Taxes and Duties : All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & VAT / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties.
- 5.6. Validity : The offers for main equipment and spares shall be kept open for acceptance for 120 days (one hundred and twenty days) from the date of opening of the tender (Part I).
- 5.7. Terms of Payment :
- 5.7.1. Indian Bidders
- 5.7.1.1. The preferred payment terms are indicated below :
- 5.7.1.2. 100% payment, within 45 to 90 days, after receipt / acceptance / commissioning of equipment at BHEL, Tiruchi, against submission of 10% Performance Bank Guarantee on total order value.
- or
- 5.7.1.3. 80% payment against documents through bank within 45 to 90 days, (after pre-despatch inspection) and balance 20% payment after receipt / acceptance / commissioning of the equipment 45 to 90 days, 45 to 90 days against submission of 10% Performance Bank Guarantee on total order value.
- 5.7.2. Foreign Bidders
- An Irrevocable Letter of Credit shall be established for 80% of the value of the goods. Balance 20% shall be paid on receipt / acceptance / commissioning of the goods at BHEL against submission of Performance Bank Guarantee for 10% on total order value. All bank charges outside India are to Vendor's account.
- 5.8. Performance Bank Guarantee (PBG): The Bidder, in the event of an order, should furnish a bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a proforma prescribed by BHEL, along with the order, for an amount equivalent to 10% (Ten Percent) of the value of the contract. The PBG shall be valid for period of 18 months from the date of dispatch or 12 months from the date of receipt / acceptance / commissioning of the equipment at BHEL, Tiruchi whichever is earlier with additional claim period of 2 months.

The Performance Bank Guarantee shall be obtained from any one of the following banks who is a member bank in our consortium of banks.

- 1) State Bank of India, 2) State Bank of Hyderabad, 3) State Bank of Travancore, 4) State Bank of Mysore, 5) Canara Bank, 6) Bank of Baroda, 7) Punjab National Bank, 8) Deutsche Bank, 9) HDFC Bank, 10) Standard Chartered Bank, 11) Citi Bank, 12) Standard Chartered Grindlays Bank, & 13) Bank of America or any other Nationalised Bank

- 5.9. **Liquidated damages** : It is clearly understood among the parties to the contract the " Time is the essence of the contract ". Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified the purchaser will have no obligation to accept the goods. If accepted liquidated damages at the rate of 1/2% of the value of goods delayed for each week of delay subject to a maximum of 15% of the order value will be levied.
- 5.10. **Risk Purchase** : Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.
- 5.11. **Indian Agency Commission** : In case of Foreign Bidders, agency commission if any, payable to their Indian Agents, shall shown separately in the Offer. This will be paid by us in India, in Indian Rupees, on satisfactory completion of the Contract. Copies of current Agency Agreement / Authorization Letter in respect of Agency Commission shall be furnished alongwith offer. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of offer will be taken.

**NOTE:-**

To curb possible manipulation by agents, it is desirable that as far as possible BHEL discourage in dealing with agents of OEMs. (Original Equipment Manufacture)s.

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i) When it is not possible to directly deal with OEMs and the involvement of agents become unavoidable, BHEL is made it clear to OEMs that while appointing Indian agents, it is responsibility to ensure that the agents are not representing other OEMs in the same tender.

ii) OEMs should also ensure that banned agents / employees of banned agents are not engaged by them in any capacity. An undertaking to this effect should be taken by OEMs and provided for each tender. It is also made it clear that if at any stage it is found that the OEM has appointed an agent who

a. is banned by BHEL or

b. is an employec of a banned agent or

c. is found to be representing more that one OEM in the same tender the OEM (s) shall be disqualified

5.12. **Test Certificates / Operating and Maintenance Manuals :** The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.

5.13. **Modvat Credit :** (for Indian Bidders only) If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for his input materials, the effect of proforma credit should be passed on to the purchaser.

5.14. **Packing and Marking :** The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

5.15. 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.