



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	Enquiry Number:	Enquiry Date:	Due date for submission of quotation:
Tender to be submitted in two parts.	2631100023	30.08.2011	30.09.2011

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	30 T VARIABLE SPEED MECHANISED ROTATORS for Trichy Unit as per the technical specification, BHEL commercial terms & conditions applicable (to be downloaded from web site <a href="http://www.bhel.com">www.bhel.com</a> or <a href="http://tenders.gov.in">http://tenders.gov.in</a> )	6 Nos.
20	30 T VARIABLE SPEED MECHANISED ROTATORS for PPPU, Thirumayam as per the technical specification, BHEL commercial terms & conditions applicable	8 Nos.

#### 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.
2. Subsequent to the hosting of this Enquiry, any corrigendum to the Enquiry that may be hosted in the BHEL web-site as well as Govt. Tenders-Portal shall be viewed by the vendors regularly to know the details of corrigendum. In case if any vendor without seeing the corrigendum quoted as per original Enquiry and intimate that they have wrongly quoted, the offer will not be considered and rejected. However as per the appropriate policy of BHEL, action will be taken on them in this regard.



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Item	Description	Quantity
	<b>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 mentioned above, Bharat Heavy Electricals Limited page under Enquiry reference "2631100023".</b>	
	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>Yours faithfully, For <b>BHARAT HEAVY ELECTRICALS LIMITED</b></p> <p><i>[Signature]</i> Dy. Manager / MM / Capital Equipment</p>

**R. PACHAMUTHU**  
Dy. Manager  
MM / Capital Equipment  
BHEL, TRICHY - 620 014.

## **PART A.**

### **QUALIFYING CRITERIA FOR THE SUPPLY OF ROTATORS**

#### **SECTION – I**

The BIDDER has to necessarily provide the following details, for making an assessment of the firm's capability and competency :

[The BIDDER is expected to give complete details against each clause in the table given below and wherever necessary an additional sheet may be attached (giving clear reference number) to cover the required details]

<b>S.No.</b>	<b>PARTICULARS</b>	<b>VENDOR's RESPONSE</b>
<b>1.0</b>	Number of Years of Experience of the BIDDER in the field of Design, Manufacture & Supply of JOB ROTATORS for Heavy Fabrication Industries	
<b>2.0</b>	Number of ROTATORS supplied till date in the following category (Classification based on CAPACITY and Construction based on PART-B Specifications ) : a) Upto 20 Tons b) 30 Tons and Above	
<b>3.0</b>	Number of ROTATORS supplied till date for the following category of CUSTOMERS a) Heavy Fabrication Industries outside INDIA b) Heavy Fabrication Industries within INDIA	
<b>4.0</b>	Details on International or Indian Standards or Codes followed in the Design & Manufacture of Job Rotators	
<b>5.0</b>	Details of Manufacturing Facilities for Rotator Frame and Components : a) Fabrication Facilities b) Machining Facilities c) Heat Treatment Facilities c) Assembly & Testing Facilities	
<b>6.0</b>	Details of Quality Assurance System followed for Material Procurement, Fabrication and Non-Destructive Testing of Weldments & other Processes involved	
<b>7.0</b>	Details on Stages of Internal Inspection and Inspection by External Agencies [other than Customer Inspection]	

<b>S.No.</b>	<b>PARTICULARS</b>	<b>VENDOR's RESPONSE</b>
<b>8.0</b>	Details of Electrical/Electronic Control Panel Manufacturing and Testing Facilities	
<b>9.0</b>	Details on Network or Set-Up built up for the AFTER-SALES-SERVICE needs by BHEL / Thirumayam Plant	

## **SECTION – II**

The BIDDER has to compulsorily meet the following requirements to get qualified for submitting an offer for the ROTATORS :

<b>S.No.</b>	<b>REQUIREMENTS</b>	<b>VENDOR's COMMENTS</b>
<b>10.0</b>	The BIDDER shall have a minimum of TEN Years of Continuous Experience of in the Field of Design, Manufacture & Supply of Heavy Duty Variable Speed Rotators	
<b>11.0</b>	The BIDDER might have supplied atleast TEN Sets of ROTATORS with 30 Ton and above Capacity.	
<b>12.0</b>	The bidding FIRM should have 'in-house' or 'self-owned' facility for FABRICATION and TESTING at the rated capacity. These Manufacturing Facilities shall be offered for full assessment by BHEL Team within TWO WEEKS from the date of technical bid opening , for BID QUALIFICATION.	
<b>13.0</b>	Reference List of Customers (including contact addresses) with the specification of rotators supplied to them, to be furnished for cross reference by BHEL. In case of any false data or information furnished might lead to disqualification of the Technical Offer.	
<b>14.0</b>	Performance Certificate from CUSTOMERS (minimum TWO Customers) with details of CONTACT PERSON, for whom ROTATORS of Capacity 30 Tons and above have been supplied, in the FORMAT given under ANNEXURE-A	

## **SECTION – III**

The BIDDER has to comply with the following, for accepting the Technical Offer for scrutiny by the Purchaser :

<b>S.No.</b>	<b>REQUIREMENTS</b>	<b>VENDOR's COMPLIANCE</b>
<b>15.0</b>	The BIDDER / VENDOR shall submit the offer in TWO PARTS - Technical & Commercial and Price Bid. The Technical Offer shall be in line with the BHEL Technical Specifications and the Guidelines or Annexures mentioned, wherever applicable.	
<b>16.0</b>	The Technical Offer shall contain a comparative statement of Technical Specifications given by BHEL and the Offer Details submitted by the Bidder, against each clause of the specifications.	
<b>17.0</b>	A just 'CONFIRMED' or 'COMPLIES' or 'YES' or 'NO-DEVIATION' or similar words in the technical comparative statement may lead to disqualification of the Technical Offer .	
<b>18.0</b>	The Technical Offer shall be supported by Product Catalogue and Data Sheets in ORIGINAL and complete technical details of 'Bought-Out-Items' with copies of Product Catalogue and Selection Criteria	
<b>19.0</b>	The Commercial Offer (given with the Technical Offer) shall contain the Scope of Supply and the Un-Priced Part of the Price-Bid, for confirmation	
<b>20.0</b>	The expected delivery period is six months from the date of issue of Purchase Order by BHEL. Delayed delivery will draw the Penalty Clause. The basic design drawings and general arrangement drawings are to be submitted for BHEL Approval, prior to taking up of manufacture.	

**PERFORMANCE CERTIFICATE – [SAMPLE FORMAT]**

(On Customer's Letter Head with Additional Sheet – if necessary)

1. Supplier of the Equipment :
2. Make & Model of the Equipment :
3. Month & Year of Commissioning :
4. Application for which the Equipment is used :
5.
  - a. Equipment Serial Number :
  - b. Pipe Handling Capacity – Dia. Range & Weight :
  - c. Power Rating of the Drive Mechanism :
  - d. Speed Control Mechanism & Other Features :
  - e. List of Accessories procured with the Equipment :
6. Performance of the Equipment : Satisfactory /  
Good /  
Average /  
Not Satisfactory
7. Feed- back on 'After Sales Service' by the Supplier :
8. Remarks / Reasons for Recommendations to BHEL :

Date:

Signature & Seal of the Authority  
Issuing the Performance Certificate

## **PART – B.**

### **TECHNICAL SPECIFICATIONS VARIABLE SPEED MOTORIZED ROTATORS of CAPACITY 30 Tons**

<b>S.No.</b>	<b>PARTICULARS</b>	<b>BHEL SPECIFICATIONS</b>	<b>BIDDER's TECHNICAL OFFER (with Complete Details)</b>
<b>1.0</b>	<b>APPLICATION</b>	<ul style="list-style-type: none"><li>a. For use in a heavy engineering industry for the fabrication of very high pressure pipe line components - cylindrical in shape and welded with attachments and nozzles.</li><li>b. The Rotator has to be supplied with one Drive Unit and One Idler Unit, to form a set – which in combination help rotating the job in either direction.</li></ul>	
<b>2.0</b>	<b>SCOPE OF SUPPLY</b>	<ul style="list-style-type: none"><li>a. Detailed Design, Manufacture and supply as per BHEL SPECIFICATIONS.</li><li>b. Assembly and Testing before Despatch</li><li>c. Supply of Electric &amp; Mechanical Spares</li><li>d. Erection (Assembly), Commissioning and Performance Prove-Out at BHEL</li><li>e. Training on Maintenance for BHEL Staff</li><li>f. Performance Guarantee for 12 months, from the date of commissioning.</li><li>g. O &amp; M Manuals and related documents</li></ul>	

S.No.	PARTICULARS	BHEL SPECIFICATIONS	VENDOR's TECHNICAL OFFER (With Complete Details)
<b>3.0</b>	<b>TECHNICAL SPECIFICATIONS / ROTATOR DRIVE UNIT</b>		
<b>3.1</b>	Carrying Capacity	30 Metric Tons (based on the weight of the job) – considering possibilities of impact loading and unbalanced job positioning by which either the Drive Unit or the Idler Unit has to take 30 Tons of dead load individually	<b>(design aspects &amp; details are to be specifically notified to take care of these specific practical requirements, in the offer )</b>
<b>3.2</b>	Rotating Capacity	30 Metric Tons	
<b>3.3</b>	Eccentric Loading	20 % of the Job Weight	
<b>3.4</b>	Wheel Surface Speed	100 mm to 900 mm / minute, with stepless speed variation	
<b>3.5</b>	Wheel Drive Mechanism	Electronically Controlled Drive System giving mechanical drives for each wheel through independent electric motor (to avoid common drive shaft with chain drive).	
<b>3.6</b>	Electric Motor & Drive	AC Motor with suitable Variable Speed Drive, to take care of eccentric loading with feedback system and synchronization for uniform job rotation.	
<b>3.7</b>	Rotator Operation	Through Main Control and Remote Control with option for control selection	
<b>3.8</b>	Remote Control Unit	A hand held remote control box with 10 Metre long cable to be provided for Speed Variation, ON & OFF, Emergency Off, Forward & Reverse Rotation functions	
<b>3.9</b>	Electro-Mechanical Drive Details	BIDDER to give details on the mode of power transmission from the electric motor to the gear-box driving the rotator wheel along with offer.	



S.No.	PARTICULARS	BHEL SPECIFICATIONS	VENDOR's TECHNICAL OFFER (With Complete Details)
3.10	Gear Box and Arrangement Details	<p>BIDDER to furnish complete technical details of the Gear Box used &amp; Arrangement proposed for mechanical power transmission.</p> <p>a. BHEL prefers vendor to use standard gear boxes (like Elecon / Shanthi / Greaves / Allroyd make) rather than custom- built gear boxes. Planetary Gears are not permitted .</p> <p>b. The Gear Box arrangement shall be with foot mounted electric motor.</p>	
4.0	<b>TECHNICAL SPECIFICATIONS / ROTATOR IDLER UNIT</b>		
4.1	Carrying Capacity	30 Metric Tons (minimum capacity for design)	<b>(design specifically for 30 Tons and above, to withstand impact loading possibility)</b>
4.2	Eccentric Loading	20 % of the Job Weight	
4.3	Earth Return Arrangement	To provide 1200 amps. (DC) Earth Return Arrangement contacting Idler Unit's Steel Wheels, as welding is the main operation for which the rotators are intended. Vendor to provide details along with offer.	
5.0	<b>GENERAL FEATURES / INPUTS for DESIGN &amp; FABRICATION</b>		
5.1	Diameter Range of Job	219 mm to 1064 mm – Outer Diameter	
5.2	Weight of Job	Ranging from 2 Ton to 30 Tons	
5.3	Rotator Wheel Diameter	300 mm	
5.4	Height of Rotators	Rotator Wheel Crown (Top) to be at a height of 800 mm (maximum) from the floor level.	
5.5	Wheel Material	Solid Steel Forging	
5.6	Wheel Width at surface	150 mm (maximum) with crowning surface profile	

S.No.	PARTICULARS	BHEL SPECIFICATIONS	VENDOR's TECHNICAL OFFER (With Complete Details)
5.7	Wheel Contact Surface Hardness	300-350 BHN	
5.8	Wheel Surface Profile	Crowning Surface	
5.9	Wheel Adjustment	<p>a. Each wheel assembly with Housing/Bracket and Integral Drive Unit shall be movable on the Rotator Base Frame, so as to locate &amp; lock each wheel assembly on the Rotator Base Frame at required pitches to cover the job diameter range.</p> <p>b. The wheel adjustment mechanism shall be provided with left hand / right hand lead screw having manual adjustment for infinite positioning. The mechanism has to be designed to take care of full load.</p>	
5.10	Hardness and finish of Base frame slide	The sliding surfaces of the base frame in Drive and idler units shall be hardened and ground.	
5.11	Wheel Alignment	The alignment of the wheel face in the plane perpendicular to the wheel shaft axis to be maintained within 1mm for the entire stroke of the wheel assembly positions on the base frame.	
5.12	Wheel Positioning	<p>a. There shall be suitable provision for locking the wheel assembly with the base frame, to prevent movement under working/loaded conditions.</p> <p>b. As a safety measure, lock pin arrangement at intervals of around 100 mm, is to be provided.</p>	
5.13	Wheel Shaft Assembly	The high grade shafts are to be shrunk fit into wheel assemblies / with shrink disc, to eliminate the provision of key arrangement	

S.No.	PARTICULARS	BHEL SPECIFICATIONS	VENDOR's TECHNICAL OFFER (With Complete Details)
5.14	Wheel Support	The wheel assembly with integral shaft shall be supported by heavy duty bearing on either side with fabricated bearing housing	
5.15	Lifting Hook	Four numbers of Lifting Hook are to be provided at suitable locations for facilitating lifting the entire rotator unit by EOT Crane in a geometrically balanced state.	
5.16	Cover for Gears	Suitably profiled outer-covers (easily replaceable) are to be provided for the spur gears, to protect from welding flux, slag and foreign particles, while in operation. The thickness of the steel cover plate shall be minimum 3 mm.	
5.17	Telescopic Bed Cover	Metallic telescopic bed cover has to be provided for both the drive and idler units.	
5.18	Cover for base frame	Suitably profiled steel covers (with easily replaceable provisions) are to be provided to cover the sliding surface (top face) of the base frame, to protect from welding flux, slag and other foreign particles falling on it, while in operation. The thickness of the cover plate shall be minimum 3mm.	
5.19	Electric Power Input	Electric Input Power through a 3 Phase AC, 415 $\pm$ 10% V, 50 $\pm$ 2% Hz, 3 Wire System with 4 <sup>th</sup> Wire for Protective Earthing (No neutral).	
5.20	Ambient Condition	Indoor Working Environment with temperature up to 50 ° C and Humidity up to 85 %, but both not occur simultaneously. Hence, the offered equipment shall be of tropicalised in design.	
5.21	Control Voltage	Bidder to Specify [preferably 24 V]	

S.No.	PARTICULARS	BHEL SPECIFICATIONS	VENDOR's TECHNICAL OFFER (With Complete Details)
5.22	Bought-Out Items	<p>a. BIDDER has to list down all the Bought-Out Items and their makes / brand names with technical specifications.</p> <p>b. BHEL prefers to have only Bought-Out Items / Components supplied by reputed companies, like ABB / SIEMENS / GE / BALDOR for Electric Motors and TIMKEN / SKF for Bearings. All electrics shall be of reputed make like Siemens / L&amp;T / BCH / Telemechanique.</p> <p>c. The variable speed drive shall be of ABB / SIEMENS / ALLEN BRADLEY make.</p> <p>d. The electric motor used shall have a speed of 1450 rpm only.</p> <p>e. The Gear boxes shall be of Greaves / Elecon / Bonfiglioli or any other reputed make acceptable to BHEL.</p>	
<b>6.0</b>	<b>STRUCTURAL FABRICATION</b>		
6.1	Rotator Base Frame and Wheel Bracket / Housing	Heavy Steel Fabrication Procedures to be followed	
6.2	Raw Material	Only steel plates tested and certified for quality by reputed inspection authorities, shall be used. Test Certificates to be produced for BHEL verification and form part of the documentation.	
6.3	Welded Joints	No Butt Joints are allowed for Plate Build-Up to increase effective length	
6.4	Welding Electrodes	<p>a. For all Horizontal Welding E 7018 Electrode/higher grade shall be used.</p> <p>b. For all Vertical Welding E 7048 Electrode/higher grade shall be used.</p>	

S.No.	PARTICULARS	BHEL SPECIFICATIONS	VENDOR's TECHNICAL OFFER (With Complete Details)
6.5	Welded Joint Testing	All Fillet Welded Joints shall be subjected to Non Destructive Testing like Liquid Penetrant Test (LPI) and Magnetic Particle Inspection (MPI). Testing Documents to be produced for BHEL evaluation and form part of the documentation. Random MPI / LPI to be shown to BHEL at the time of inspection at vendor's works.	
6.6	Heat Treatment & NDT Examination	The Structural Items (Base Frame / Wheel Housing, etc.) shall be Stress Relieved by thermal heat-treatment process after welding and NDT examinations. All weldings shall be tested by NDT means [MPI or LPI] after Stress Relieving operation.	
6.7	Machining Operation	All mechanical mating sliding surfaces are to be machined and ground to the required finish after heat treatment and protected	
6.8	Surface Cleaning	All steel parts are to be shot blasted or chemically treated for surface cleaning, after completion of all operations but prior to painting.	
6.9	Painting	The ROTATORS are to be painted as follows : a. One coat of Primer (Zinc Chromate) with 25 $\mu$ of DFT (Dry Film Thickness) and 48 hours of compulsory curing after painting. b. Two coats of Enamel Paint [Ethyl Zinc Silicate of Colour – International Tractor Orange] each with a DFT of 25 $\mu$ and intermittent curing of 16 hours.	
6.10	Frame Dimensions	BIDDER has to indicate the tentative DIMENSIONS for the Base Frame of Drive and Idler Units and Wheel Brackets, to check for the operational suitability at BHEL Works.	

S.No.	PARTICULARS	BHEL SPECIFICATIONS	VENDOR's TECHNICAL OFFER (With Complete Details)
<b>7.0</b>	<b>SPARES SUPPLY</b>		
<b>7.1</b>	Spares	<p>BIDDER to Quote for the following spares along with the rotator:</p> <p>a) Bearings for each wheel assembly – 2 Sets.</p> <p>b) Seals, gaskets &amp; Belts used in the Rotator – 1 Set.</p> <p>c) Pulleys &amp; Couplings used in the Rotator – 1 Set.</p> <p>d) Variable Frequency AC Drive – 1 No.</p>	
<b>8.0</b>	<b>INSPECTION</b>	<p>The following Schedule of Inspection is to be carried out, prior to dispatch from the Supplier's Works :</p> <p>a. Verification of Test Certificate for Raw Materials &amp; Bought-Out Items used.</p> <p>b. Random Testing on the Welds, by physical examination and NDT.</p> <p>c. Wheel alignment as per clause 5.10.</p> <p>d. Idle Run Test and Load Test (on mutually agreed norms).</p> <p>e. Verification of O&amp;M Manuals as per Specification Clause No.9.3.</p>	

S.No.	PARTICULARS	BHEL SPECIFICATIONS	VENDOR's TECHNICAL OFFER (With Complete Details)
9.0	<b>DRAWINGS / DOCUMENTS / DETAILS:</b>		
9.1	<b>Drawings and Documents along with offer:</b>	<p>The following documents and details are to be submitted along with offer for technical evaluation of the ROTATORS.</p> <ol style="list-style-type: none"> <li>GA Drawing of the ROTATOR.</li> <li>GA Drawing of Wheel Drive Mechanism</li> <li>GA Drawing of Electric/Electronic System.</li> <li>Sub-Assembly Drawing for Wheels.</li> <li>Calculations for Selection of Electric Motors, Gear Reducers, etc.</li> <li>Weight of the ROTATOR (Drive Unit &amp; Idler Unit separately) including all Electrical Equipment.</li> </ol> <p><b>Note:</b> All the drawings should have the major &amp; critical dimensions and list of bought out items with make and specification.</p>	
9.2	<b>Drawings and Documents for Approval:</b>	<p>The following documents and details are to be submitted for BHEL Approval, prior to taking up the manufacture of the ROTATORS.</p> <ol style="list-style-type: none"> <li>GA Drawing of the ROTATOR.</li> <li>GA Drawing of Wheel Drive Mechanism.</li> <li>GA Drawing of Electric/Electronic System.</li> <li>Sub-Assembly Drawing for Wheels.</li> <li>Calculations for Selection of Electric Motors, Gear Reducers, etc.</li> <li>Wiring Diagram with Logic Circuits.</li> <li>Weight of the ROTATOR (Drive Unit &amp; Idler Unit separately) including all Electrical Equipment.</li> </ol> <p><b>Note:</b> All the drawings to have the major &amp; critical dimensions and list of bought out items with make and specification.</p>	

S.No.	PARTICULARS	BHEL SPECIFICATIONS	VENDOR's TECHNICAL OFFER (With Complete Details)
9.3	<b>Drawings and Documents along with Equipment supply:</b>  <b>(O &amp; M MANUALS)</b>	<p>Each ROTATOR shall be provided with THREE Copies of Erection/Assembly, Operation &amp; Maintenance Manual, containing the following technical details :</p> <ol style="list-style-type: none"> <li>General Arrangement and Sub-assembly Drawings</li> <li>Electrical Wiring Schematics</li> <li>Detailed Wiring Diagrams for Control Panels and Remote Control</li> <li>Rotator Wheel Sub- Assembly Drawing</li> <li>Gear Box Details / Drawings.</li> </ol> <hr/> <ol style="list-style-type: none"> <li>Specifications / Ratings of Bought-Out Items</li> <li>Warranty Card for all Bought-Out Items</li> <li>Trouble Shooting Chart for all Sub-Systems</li> <li>Variable speed Drive manual.</li> <li>Mechanical manufacturing drawings for all wearing components.</li> <li>Operation &amp; Maintenance manual with complete specification of the equipment and Preventive Maintenance check list.</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>One soft copy of the entire documents stated above to be provided in Pen drive.</li> <li>One Hard copy and one soft copy to be submitted at the time of inspection at suppliers works for checking the sufficiency of the documents. If any additional requirements are found needed for maintenance, it should be provided.</li> </ol>	



S.No.	PARTICULARS	BHEL SPECIFICATIONS	VENDOR's TECHNICAL OFFER (With Complete Details)
<b>10.0</b>	<b>ROTATOR ERECTION &amp; COMMISSIONING</b>		
<b>10.1</b>	Erection / Assembly	Erection / Assembly of the ROTATORS will have to be done by the Qualified Technical Representative of the Supplier at BHEL Works	
<b>10.2</b>	Commissioning	Commissioning of the ROTATOR and Performance Prove –Out for Carrying & Rotating Capacity and Smooth Functioning of the ROTATOR (at BHEL Works) shall be the RESPONSIBILITY of the supplier.	
<b>11.0</b>	<b>PERFORMANCE GUARANTEE</b>	The Performance of the ROTATOR in Total and / or the Components / Sub-Assemblies / Bought-Out-Items shall be guaranteed for a period of <b>TWELVE Months</b> from the date of performance acceptance at BHEL Works.	

## 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.
- For the proposed RA, technically and commercially acceptable bidders only shall be eligible to participate.
- In case of RA, BHEL will engage the services of a service provider for conduct of the RA who will provide all necessary training and assistance to the bidders before commencement of on line bidding on internet.
- Business rules governing the RA will be communicated to the bidders through service provider for compliance.
- Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of RA. Without the compliance, the vendor will not be eligible to participate in the event.
- BHEL will provide a sample calculation sheet (in EXCEL format) which would help the bidders to arrive at “Net Cash outflow to BHEL” considering various price / cost elements 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) etc. for each of the bidders to enable them to arrive at “Net Cash outflow to BHEL” which is the amount the bidder would be bidding during the RA.
- RA will be conducted on scheduled date & time and at the end of event, the lowest bidder value will be known on the network.
- The lowest bidder has to Fax the duly signed “Price Break-up” in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- 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 further business with BHEL, as per the prevailing procedure.
- BHEL reserves the right to negotiate if need be, with the “L1” vendor of the Reverse Auction

# **MM : CAPITAL EQUIPMENT**

**Bharat Heavy Electricals Limited, Trichirapalli – 620 014**  
(To be filled and submitted along with Offer)

**BHEL Enquiry No.**

**Date:**

BHEL Commercial Terms and Conditions for <b>IMPORT SUPPLIES</b>	Vendor's Confirmation / Comments
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. I
<b>Prices</b> shall be <b>quoted item wise</b> only as per the model format enclosed.	
<b>Delivery terms:</b> Vendors should quote for delivery on <b>CFR Chennai Sea Port /Air port</b> as the case may be based on Incoterms 2000. However, 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 the Incoterms 2000.	
<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</b> @ ½% per week 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.	
Part Shipment or Transshipment is not permissible	
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</b> should be submitted only in <b>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 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

	<b>BHEL Enquiry No. &amp; Date</b>		<b>Vendor's Offer Ref No. &amp; Date</b>			
	<b>MODEL PRICE BID FORMAT FOR IMPORT VENDORS</b>					
SI 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					
	Approximate Freight Charges in Currency					
	Approximate Transit Insurance Charges in Currency					
	CFR Chennai Airport/ Seaport Value in Currency					
	Installation / Commissioning Charges in Currency					
	<b>(If extra applicable )</b>					
	% Service Tax <b>(if extra applicable )</b>					
	<b>Consignment Package Details</b>					
	Approximate Net / Gross Weight in Kgs					
	Dimension of Consignment					
		<b>Signature &amp; Seal of Vendor</b>				
	<b>NOTE:</b>					
	The Price Bid should be submitted strictly in line with the above <b>FORMAT</b>					

**MM:CAPITAL EQUIPMENT****Bharat Heavy Electricals Limited, Tiruchirapalli – 620 014****(To be filled and submitted along with offer)****BHEL Enquiry No.****Date:**

<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</b> shall be <b>quoted item wise</b> only as per the model format enclosed.	
Prices shall be quoted on " <b>FIRM PRICE</b> " basis only. Vendors should quote for delivery on FOR BHEL, Tiruchy basis only. However, price break-up details like Ex-Works price, P&F charges, freight charges, insurance charges, taxes & duties etc., should be indicated in the offer clearly.	
<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.	----- Weeks
<b>Liquidated damages</b> @ ½% per week 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>Contract Execution Bank Guarantee:</b> The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) from any one of the ' Consortium Banks ' of BHEL for 5% of the Purchase Order Value in the BHEL format covering the agreed delivery period ( FOR Works delivery / LWB date) with additional 2 months as claim period.  The CEBG shall be furnished within 30 days from the date of Purchase Order. BHEL reserves the right to cancel the Purchase Order if the vendor fails to submit the CEBG within 30 days from Purchase Order date.  Offers from vendors not accepting to submit the CEBG will be rejected.	
<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>	

<p><b>Payment terms for supply portion:</b></p> <ul style="list-style-type: none"> <li>• <b>100%</b> 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. <b>(or )</b></li> <li>• <b>80%</b> value of the goods will be paid against receipt of material within 45 days. 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.</li> </ul> <p><b>NOTE:</b></p> <p>All direct Payment of more than one lakh will be made through <b><u>E-mode Payment</u></b>. As per BHEL e-mode Format, which will be given at time of ordering along with order copy. (Original filled <b><u>E-mode payment format</u></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</b> leaf for the respective account number and forward the original hard copy to BHEL/Trichy to process invoices for making payment, after supplies are made).</p>	
<p><b>Erection / commissioning:</b> Erection / commissioning shall be done at free of cost.</p>	
<p>The equipment shall be guaranteed for a period of 12 months from the date of commissioning.</p>	
<p>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.</p>	
<p>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.</p>	
<p>Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, Trichy basis.</p>	
<p><b>Offers</b> should be submitted only in <b>sealed cover super-scribing clearly the Enquiry reference and due date.</b></p>	

**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

	<b>BHEL Enquiry No. &amp; Date</b>	<b>Vendor's Offer Ref No. &amp; Date</b>			
	<b>MODEL PRICE BID FORMAT FOR INDIGENOUS VENDORS</b>				
<b>SI No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate in Rs</b>	<b>Value in Rs</b>
1					
2					
3					
4					
5					
6					
7					
8					
	Total Ex-works Value in Rs				
	Add Packing & Forwarding Charges if extra				
	FOR- Despatching Station Value in Rs				
	% of Excise Duty ( If Extra or If inclusive)				
	% of Excise Duty ( If inclusive)				
	% Sales Tax - CST against "C" Form (If extra)				
	% Sales Tax - CST With out "C" Form (if extra)				
	% VAT (if extra)				
	% VAT (if inclusive)				
	Approximate Freight Charges in Rs				
	Approximate Transit Insurance Charges in Rs				
	Installation / Commissioning Charges in Rs.				
	<b>(If extra applicable )</b>				
	% Service Tax <b>(if extra applicable )</b>				
	<b>Consignment Package Details</b>				
	Approximate Net / Gross Weight in Kgs				
	Dimension of Consignment				
	<b>Signature &amp; Seal of Vendor</b>				
	<b>NOTE:</b>				

Enquiry No. & Date:				
Description of the item(s) Enquired:				
<b><u>UN-PRICED BID FORMAT TO BE FILLED UP BY THE VENDOR AND ATTACHED WITH THE TECHNICAL BID WITHOUT FAIL , FOR CONSIDERING AND COMMERCIALY EVALUATING THE OFFER.</u></b>				
1	BASIC PRICE		Quoted as <b>Ex-works price</b>	
2	Delivery Terms - F.O.R. BHEL, Trichy /Tirumayam (to be necessarily accepted)	Freight & Insurance under Vendor's scope only- but charges if claimed extra, can be paid by BHEL		<b>ACCEPTED</b>
Strike Off whichever is not applicable & Fill up the Blank spaces /percentages (If VAT/CST/Service Tax is not applicable, please specify the same in the Special Remarks column)				
3	Packing & Forwarding Charges	Lumpsum	Extra	Free/ Not charged
4	Excise Duty	%	_____ %	Nil ED
5	CST	%	_____ % (against Form "C")	_____ % (without Form "C")
6	VAT	%	_____ % (against Declaration)	_____ % (for No Declaration)
7	Freight Charges (for total Quantity)	Lumpsum	Extra	Free/ Not charged
8	Service Tax on Freight charges (BHEL can avail Cenvat Credit)	%	2.575% (against submission of Freight Bill )	10.3% ( if Freight Bill is not submitted)
9	Insurance Charges	Lumpsum	Extra	Free/ Not charged
10	Erection & Commissioning (E&C) / Supervision of E&C charges	Lumpsum	Extra	Free of cost
11	Service Tax on E&C	%	extra @ 10.3%	Not applicable
Offer Ref.				
Special remarks, if any				
Signature of the vendor with Company Seal				



## **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:

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

Contd 2/-

: 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. Incase 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

Contd 3/-

: 3 :

- 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 **CFR Chennai Sea / Air Port**. Indian Bidders should submit their offer for **FOR BHEL Trichy -14**.

Contd 4/-

: 4 :

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 receipt within 45 to 90 days, (after pre-despatch inspection) and balance 20% payment after 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 which ever is later with additional claim period of 2 months.

Contd 5/-

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.

**: 6:**

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 banded 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 employee 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.

**Important Note:- The format for execution of PERFORMANCE BANK GUARANTEE (PBG) shall be kept valid to cover the period of BG plus an additional claim period of two months. 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,**

**Performance Bank Guarantee (PBG) :**

i) To fulfill guarantee conditions outlined in above clause the Seller shall furnish a Bank Guarantee from a Bank approved by the Purchaser for an amount equivalent to 10% of the value of the Contract / Purchase Order along with dispatch documents.

ii) The Performance Bank Guarantee (PBG) should be validity of 18 months from the date of dispatch or 12 months from the date of commissioning which ever is later. Also the PBG should have additional claim period of two months.

The Performance Bank Guarantee should be got issued only from any one of the following banks who is a member bank in our consortium of banks.

**LIST OF CONSORTIUM BANKS**

1.DEUTSCHE BANK 2.HDFC BANK 3.ANZ GRINDLAYS BANK 4.CITI BANK 5.STANDARD CHARTERED BANK 6.BANK OF AMERICA 7.ABN AMRO BANK 8.IDBI LTD 9.ICICI BANK LTD 10.THE HONGKONG AND SHANGHAI BANKING .CORPORATION LTD.

**LIST OF NATIONALISED BANKS**

1.ALLAHABAD BANK 2.ANDHRA BANK 3.BANK OF INDIA 4.BANK OF BARODA 5.BANK OF MAHARASTRA 6.BHARATH OVERSEAS BANK 7.CANARA BANK 8.CENTRAL BANK OF INDIA 9.CORPORATION BANK 10.DENA BANK 11.INDIAN BANK 12.INDIAN OVERSEAS BANK 13.OREINTAL BANK OF COMMERCE 14.PUNJAB NATIONAL BANK 15.PUNJAB & SIND BANK 16.STATE BANK OF INDIA 17.STATE BANK OF TRAVANCORE 18.STATE BANK OF MYSORE 19.STATE BANK OF BIKANER & JAIPUR 20.STATE BANK OF HYDERABAD 21.STATE BANK OF PATIALA 22.STATE BANK OF MAHARASTRA 23.STATE BANK OF SOURASTRA(SBI-13.09.08) 24.SYNDICATE BANK 25.UCO BANK 26.UNION BANK OF INDIA 27.UNITED BANK OF INDIA 28.VIJAYA BANK

(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 SUPPLY AS PER CONTRACT)

## **PERFORMANCE BANK GUARANTEE**

In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi 110 049) through its High Pressure Boiler Plant Division located at Tiruverumber , 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 condition of the contract, We .....(indicate the name of the bank herein after refereed 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 by 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

*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. Otherwise the PBG will not be considered.*

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