



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

Web : www.bhel.com

TWO PART BID

Tender to be submitted in two parts.

Enquiry
Number:

2631100028

Enquiry
Date:

07.09.2011

Due date for submission
of quotation:

07.10.2011

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	HYDRAULIC POWER JACK as per the technical specification, BHEL commercial terms & conditions applicable (to be downloaded from web site www.bhel.com or http://tenders.gov.in)	7 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.

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 "2631100028".

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

[Signature]
Dy. Manager / MM / Capital Equipment

R. PACHAMUTHU

Dy. Manager

MM / Capital Equipment

BHEL, TRICHY - 620 014

PART A.

QUALIFYING CRITERIA FOR THE SUPPLY OF HYDRAULIC JACK with ELECTRICAL POWERPACK

SECTION – I

The BIDDER/OEM (Original Equipment Manufacturer) 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]

S.No.	PARTICULARS	VENDOR's RESPONSE
1.0	Number of Years of Experience of the BIDDER/OEM in the field of Design, Manufacture & Supply of Electrically Operated Hydraulic Power-pack and Jack Units for Heavy Duty Applications . Company Profile of OEM has to be submitted.	
2.0	Details on International or Indian Standards or Codes followed in the Design & Manufacture of Hydraulic Powerpack and Double Acting Jacks	
3.0	Details of Manufacturing Facilities for Hydraulic Powerpack and Jacks: a) Forging Facilities b) Machining Facilities c) Heat Treatment Facilities d) Assembly & Testing Facilities	
4.0	Details of Quality Assurance System followed for Material Procurement, Machining and Non-Destructive Testing & Other Production Processes involved	
5.0	Details on Network/Establishment built up for the AFTER-SALES-SERVICE needs by BHEL	

SECTION – II

The BIDDER/OEM has to compulsorily meet the following requirements to get qualified for submitting an offer for the Hydraulic Power-pack and Jack Units :

S.No.	REQUIREMENTS	VENDOR's RESPONSE
6.0	The BIDDER shall have a minimum of TEN Years of Experience of in the Field of Design, Manufacture & Supply of Hydraulic Powerpack & Jack Units [Electrically operated Powerpack with working pressure around 600 bar and Jack capacity of 500 Tons]	

S.No.	REQUIREMENTS	VENDOR's RESPONSE
7.0	Reference List of Customers (including contact addresses) with the specification of Hydraulic Power-pack and Jack Units supplied to them (as per the above Clause No.6.0), 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. [Details on earlier supply to BHEL/Trichy – if any, may also be submitted]	
8.0	Performance Certificate from CUSTOMERS (minimum TWO Customers) with details of CONTACT PERSON, for whom Hydraulic Power-pack and Jack Units of Capacity 300 Tons and above have been supplied, in the FORMAT given under ANNEXURE-A	
9.0	Supply of Equipment from the countries like China, Taiwan or Korea are not preferred . Country of origin/sourcing of offered equipment shall be mentioned.	

SECTION – III

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

S.No.	REQUIREMENTS	VENDOR's COMPLIANCE
10.0	The BIDDER / OEM 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.	
11.0	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.	
12.0	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 .	
13.0	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 .	
14.0	The Commercial Offer (given with the Technical Offer) shall contain the Scope of Supply and the Un-Priced Part of the Price-Bid, for confirmation	
15.0	The expected delivery period is FOUR months from the date of issue of Purchase Order by BHEL. Delayed delivery will draw the Penalty Clause.	

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 Supply :
4. Application for which the Equipment is used :
5.
 - a. Equipment Serial Number :
 - b. Power-Pack Operating Pressure :
 - c. Hydraulic Oil Carrying Capacity of Power-pack :
 - d. Shut Height of the Hydraulic Jack(s) :
 - e. Capacity of Jack Unit(s) in Tons :
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 FOR HYDRAULIC JACK WITH ELECTRICALLY OPERATED POWER PACK

A. APPLICATION / PURPOSE :

The hydraulic jack and the electrically operated hydraulic power pack, in combination, are to be used in a heavy steel fabrication shop for ovality correction of heavy duty pipe ends. The power pack and the jack shall have all necessary safety features incorporated in the construction of the equipment. The power pack and the jack connected through the hose are exposed to a dusty and rough shop floor environment. The ambient working temperature goes upto 50°C.

B. SCOPE of SUPPLY :

- a. Electrically Operated Hydraulic Powerpack with all Accessories
[as per Specification Clause No. C.1.0 to C.17.g] - 7 Nos.
- b. Hydraulic Jack Unit with Ram Stroke 150 mm
[as per Specification Clause No. D.1.0 to D.24.0] - 7 Nos.
- c. Hydraulic Jack Unit with Ram Stroke 250-300 mm
[as per Specification Clause No. E.1.0 to E.24.0] - 7 Nos
- d. Set of Electrical & Mechanical Spares required for the Powerpack
[as per Specification Clause No. F.1.0 and F.2.0] - 4 Sets
- e. Documentation as per Specification Clause No. G.5.0 - 7 Sets

C. ELECTRICALLY OPERATED HYDRAULIC POWER PACK (PUMP UNIT):

S.No.	BHEL SPECIFICATIONS		BIDDER'S OFFER
C.1.0	Operating Power	Electrically operated Hydraulic Pump.	
C.2.0	Pump Application	The offered pump shall be suitable for operation with double acting hydraulic jack of 250 Ton capacity.	
C.3.0	Electrical Power Input	220±10% V, 50±3% Hz, Single Phase AC Supply. The power of the electric motor shall be specified.	
C.4.0	Maximum Operating Pressure	700 kg/sq.cm (around 10,000 psi)	
C.5.0	Number of Stages	Two Stages (High Flow at low pressure and Low Flow at 700 bar)	

S.No.	BHEL SPECIFICATIONS		BIDDER'S OFFER
C.6.0	Hydraulic Oil Delivery	8 - 12 litres/min. in 1st stage (at low pressure) and 0.8 -1.0 litres/min. in 2nd stage (at 700 bar pressure)	
C.7.0	Tank Capacity	Not less than 20 litres of Oil	
C.8.0	Remote Control Unit (connected to power pack)	24 V operated remote control unit with 10 metres long control cable with protective sheathing.	
C.9.0	Hydraulic Hose: (suitable for an operating pressure of 700 kg/sq.cm)	5 metres long Hydraulic Hose with quick release couplings (QRC) at both ends. The burst pressure of the hose shall be two times the operating pressure. Test Certificate to be provided with the supply of Power-pack.	
C.10.0	Approximate Weight of Power-pack Unit	Vendor to specify	
C.11.0	Auto – Tripping Facility	Automatic tripping of electric motor in case of overloading. The motor should be controlled by a suitable starter having ON & OFF push buttons and over load tripping provision.	
C.12.0	Continuous Duty	In-built design features (fan cooling) for fast heat dissipation for continuous duty operation.	
C.13.0	Hyd. Oil Specification	The SAE specification/number for the hydraulic oil to be used in the power pack should be furnished by the bidder.	
C.14.0	Noise Level at 1 metre	The noise level of the pump shall not exceed 85 dBA, during power-pack operation.	
C.15.0	Pump Starting	Possible to start the pump under full load condition	
C.16.0	Lifting Handles & Castor wheel	Suitable lifting handles and Castor wheels shall be provided for power pack for portability.	
C.17.0	ACCESSORIES FOR POWER PACK		
C.17.a	Power Cable	A 10 metre long power input cable (3 wire) with protecting sheathing and suitable end connectors shall be supplied with the power pack.	
C.17.b	Oil Level Sight Glass	To indicate the level of hydraulic oil in tank	

S.No.	BHEL SPECIFICATIONS		BIDDER'S OFFER
C.17.c	Oil Pressure Gauge	Glycerine filled, with not less than 100 mm face diameter mounted to indicate the hydraulic pressure in kg/cm ² and hydraulic force in Tons. Pressure range: 0-1000 bar.	
C.17.d	Direction Control Valve (pump mounted)	Electrically Solenoid operated Directional Control Valve (4 way / 3 position) with Load Holding feature.	
C.17.e	Over-load Protection	To be equipped with factory set internal safety relief valve for over-load protection.	
C.17.f	Pressure Relief Valve	To set the maximum operating pressure from outside without opening the pump	
C.17.g	Castor Kit	For easy mobility of the pump, with castor wheels fitted	

**D. DOUBLE- ACTING HIGH TONNAGE HYDRAULIC JACK (CYLINDER)
with 150 mm (± 15 mm) STROKE**

S.No.	BHEL SPECIFICATIONS		BIDDER's OFFER
D.1.0	Type	Double acting	
D.2.0	Capacity	250-300 Ton	
D.3.0	Shut height	350 mm (maximum)	
D.4.0	Stroke	150 mm (± 15 mm)	
D.5.0	Cylinder diameter	Vendor to specify	
D.6.0	Piston rod diameter	Vendor to specify	
D.7.0	The jack components shall be made of high strength materials like high tensile steel and shall be specified.		
D.8.0	The plunger shall be hard chrome plated for highest resistance.		
D.9.0	Wiper shall be provided to the plunger for reducing contamination and extending longer life.		
D.10.0	Wear rings for longer service life and high absorption of transverse forces.		
D.11.0	Suitable for use in all directions without any oil leakage		
D.12.0	The plunger shall be protected against pressing out of the housing at full pressure		

S.No.	BHEL SPECIFICATIONS	BIDDER's OFFER
D.13.0	Suitable to be connected to the electrically operated power pack as specified under Clause C.	
D.14.0	Provision of a safety valve for prevention from accidental over pressurising	
D.15.0	Plungers are to be provided with internal thread to mount saddles	
D.16.0	The saddles offered shall be hardened to prevent plunger from mush-rooming	
D.17.0	Saddles with plain flat top, plain hole and taped hole shall be offered, to suit the plunger cylinders of offered jacks	
D.18.0	For Double-Acting type jacks, the plunger shall be hydraulically retracted for a fast and controlled return	
D.19.0	Jacks are to be equipped with a high-flow QRC couplers at the advance connection and with a built-in safety valve, at the retract connection.	
D.20.0	The quick release coupling (QRC) are to be provided with steel dust cap connected to the couplers by means of a metal chain	
D.21.0	The jacks shall be provided with lifting handles for portability	
D.22.0	The jack shall be provided with baked enamel finish paint for increased corrosion resistance.	
D.23.0	Weight of the jack to be specified	
D.24.0	The offered power pack, jacks, hoses, gauges, other Hydraulic elements and couplers shall have the same end connections and the sizes to be specified	

**E. DOUBLE- ACTING HIGH TONNAGE HYDRAULIC JACK (CYLINDER)
with 250 – 300 mm STROKE**

S.No.	BHEL SPECIFICATIONS		BIDDER's OFFER
E.1.0	Type	Double acting	
E.2.0	Capacity	250-300 Ton	
E.3.0	Shut height	500 mm (maximum)	
E.4.0	Stroke	250 - 300 mm	
E.5.0	Cylinder diameter	Vendor to specify	
E.6.0	Piston rod diameter	Vendor to specify	

S.No.	BHEL SPECIFICATIONS	BIDDER's OFFER
E.7.0	The jack components shall be made of high strength materials like high tensile steel and shall be specified.	
E.8.0	The plunger shall be hard chrome plated for highest resistance.	
E.9.0	Wiper shall be provided to the plunger for reducing contamination and extending longer life.	
E.10.0	Wear rings for longer service life and high absorption of transverse forces.	
E.11.0	Suitable for use in all directions without any oil leakage	
E.12.0	The plunger shall be protected against pressing out of the housing at full pressure	
E.13.0	Suitable to be connected to the electrically operated power pack as specified under Clause C.	
E.14.0	Provision of a safety valve for prevention from accidental over pressurising	
E.15.0	Plungers are to be provided with internal thread to mount saddles	
E.16.0	The saddles offered shall be hardened to prevent plunger from mush-rooming	
E.17.0	Saddles with plain flat top, plain hole and taped hole shall be offered, to suit the plunger cylinders of offered jacks	
E.18.0	For Double-Acting type jacks, the plunger shall be hydraulically retracted for a fast and controlled return	
E.19.0	Jacks are to be equipped with a high-flow QRC couplers at the advance connection and with a built-in safety valve, at the retract connection.	
E.20.0	The quick release coupling (QRC) are to be provided with steel dust cap connected to the couplers by means of a metal chain	
E.21.0	The jacks shall be provided with lifting handles for portability	
E.22.0	The jack shall be provided with baked enamel finish paint for increased corrosion resistance.	
E.23.0	Weight of the jack to be specified	
E.24.0	The offered power pack, jacks, hoses, gauges, other Hydraulic elements and couplers shall have the same end connections and the sizes to be specified	

F. SPARES

S.No.	BHEL SPECIFICATIONS	BIDDER's OFFER
F.1.0	List of Mechanical / Electrical Spares required for two years operation – recommended by the OEM	
F.2.0	<p>Spares to be quoted (@unit rate) compulsorily :</p> <ul style="list-style-type: none"> a) 5 metre long hydraulic hose with end couplings . b) Pressure Gauge c) Solenoid Operated Direction Control Valve d) Adjustable Relief Valve e) Hydraulic Jack Cylinder Seal Kit for Jack Cylinder as per Clause D. f) Hydraulic Jack Cylinder Seal Kit for Jack Cylinder as per Clause E. g) Pump Seal Kit h) Electric Motor in Pump Unit 	

G. GENERAL POINTS

S.No.	BHEL SPECIFICATIONS		BIDDER's OFFER
G.1.0	Technical catalogue	Detailed Technical Catalogue (in ORIGINAL) for the offered equipment to be given with the offer.	
G.2.0	Inspection	The equipment shall be offered for BHEL inspection prior to despatch	
G.3.0	Commissioning	The equipment shall be commissioned by the supplier's representative at BHEL works	
G.4.0	Performance Guarantee	The equipment performance shall be guaranteed for a minimum period of twelve months from the date of commissioning	
G.5.0	O & M Manuals	Three copies of the detailed O & M manuals containing drawings, part numbers for seal kit, Hydraulic, electrical components and exploded view of the cylinder and pumps in English Language shall be given for each SET OF PUMP AND JACK.	

Enquiry No. & Date:				
Description of the item(s) Enquired:				
<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>				
1	BASIC PRICE		Quoted as Ex-works price	
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		ACCEPTED
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				

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

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 , Tiruchirappalli- 620 014 (hereinafter called 'the Company') having entered into a contract withhereinafter 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 following points to be ensured in BG :

(1)The contact details of the Issuing Bank such as Email ID, Phone No. And Fax No. Should be indicated in the PBG. (2) 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. (3) It should be typed in the Rs 100 value of stamp paper.(4) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.

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

Formats for execution of Bank Guarantees:

Important Note:- The formats for execution of Bank Guarantees (both CEBG & 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,

(1) State Bank of India, 2) State Bank of Hyderabad, 3) State Bank of Travancore, 4) Canara Bank, 5) Bank of Baroda, 6) Punjab National Bank, 7) Deutsche Bank AG, 8) HDFC Bank Ltd, 9) Standard Chartered Bank, 10) CITI Bank N.A., 11) ABN AMRO Bank N.V. 12) ICICI Bank Ltd. 13) IDBI Ltd. 14) The Hongkong and Shanghai Banking Corporation Ltd. 15) Syndicate Bank. 16) State Bank of Mysore. 17) State Bank of Maharastra. 18) UCO Bank. 19) Allahabad Bank. 20) Andhra Bank. 21) Corporation Bank. 22) Dena Bank 23) Union Bank of India. 24) United Bank of India. 25) Vijaya Bank. 26) Axis Bank (Unit Trust of India). 27) Bank of Maharastra. 28) Bharat Overseas Bank. 29) Bank of India. 30) Indian Bank. 31) Indian Overseas Bank. 32) Oriental Bank of Commerce. 33) Central Bank of India. 34) State Bank of Patiala. 35) Punjab & Sind Bank. 36) State Bank of Bikner & Jaipur

A. CONTRACT EXECUTION BANK GUARANTEE

This deed of guarantee made this day of 200.. by the in favour of **Bharat Heavy Electricals Limited, Tiruchirapalli** having its registered Office at New Delhi with its Unit Office at Tiruchirapalli (Hereafter called the first party) where as M/s..... having its registered office at (hereafter called the contractor) have entered in to contract with the first party for the supply of vide Letter of Intent No dated

And whereas the contractor M/s have approached the for a guarantee and at their request and in consideration of the arrangement arrived at between the contractor and the BHEL Tiruchirappalli the said has agreed to give such guarantee as herein after mentioned to the aforesaid first party.

Now therefore, these present witness that we the do hereby undertake to the first party a sum of Rs (Rupees only) without demur/on demand being made by the said first party and to keep the first party indemnified to the extent of Rs (Rupees only) by virtue of this guarantee against any breach in execution of contract without giving prior information to the party of the same (the decision in this respect being solely the discretion of the first party). We further undertake to pay the aforesaid amount in the lump sum on demand without demur or such part thereof as the first party may demand from time to time, irrespective of the fact whether the said contractor admits or denies such claim or questions its correctness in any court tribunal of arbitration proceedings or before any authority.

The aforesaid guarantee will remain in full force and we shall be liable under the same irrespective of any concession for time being granted by the said first party to contractor M/s in or for fulfilling the said agreement between the contractor M/s and the first party and the guarantee will remain in full

force till irrespective of any change of terms, conditions or stipulation or any variations in the terms of said agreement irrespective of whether notice of such change or variation is given to us or not and claim to receive such notice of any change and/or variation of the terms and/or conditions of the said agreement is hereby specifically waived by us.

Further we shall not be released from this guarantee by any forbearance or the exercise or non exercise of any of the power or rights under the said agreement by the said first party against the contractor irrespective of whether notice of such forbearance enforcement or non-enforcement of any power or rights, modifications or changes made in the said agreement or concessions shown to contractor M/s by the first party is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation of winding up or insolvency of or change in the constitution of the contractor M./s but shall in all respects and for all purposes binding and operative until all payments of all moneys dues or that may hereafter becomes due to the said first party is paid in respect of any liability or obligation for the contractor under this guarantee subject to however that the first party shall have no right under this guarantee after expiry of six months from the date of completion of the contract unless this guarantee is extended by mutual agreement.

And lastly we undertake not to revoke this guarantee during its currency except with the previous consent of the first party in writing. The hereby declares that it has power to issue this guarantee under the Company's memorandum and article of association and the undersigned has full power to do so on its behalf under the power of attorney dated granted to him by the proper authorities of the Company.

Notwithstanding anything contained here in before, our liability under this guarantee is restricted to Rs (Rupees only). Our guarantee shall remain in force till unless a claim in writing is presented to us and if unpaid a suit or action to enforce such claim is filed against within 6 months from the date, all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liability there under.

Dated the by its constituted attorney.

MM:CAPITAL EQUIPMENT
Bharat Heavy Electricals Limited, Tiruchirapalli – 620 014
(To be filled and submitted along with offer)

BHEL Enquiry No.

Date:

BHEL Commercial Terms and Conditions for INDIGENOUS SUPPLIES	Vendor's Confirmation / Comments (To be furnished along with offer copy (or) Technical Bid Copy (Part No - I)
Technical confirmation to BHEL's Specification as called for in BHEL Format shall be furnished. If needed additional sheets shall be used.	
Prices shall be quoted item wise only as per the model format enclosed.	
Prices shall be quoted on " FIRM PRICE " 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.	
Validity of offer shall be for a minimum period of 120 days from the date of Tender opening	
Delivery period from the date of Letter of Intent shall be clearly mentioned in the offer.	----- Weeks
Liquidated damages @ ½% per week subject to a maximum of 15% of the order value shall be applicable for delay in deliveries.	
Following Risk Purchase clause 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.	
Contract Execution Bank Guarantee: 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.	
Submission of Performance Bank Guarantee (PBG): 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. 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.	

<p>Payment terms for supply portion:</p> <ul style="list-style-type: none"> • 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) • 80% 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. <p>NOTE:</p> <p>All direct Payment of more than one lakh will be made through <u>E-mode Payment</u>. As per BHEL e-mode Format, which will be given at time of ordering along with order copy. (Original filled <u>E-mode payment format</u> is to be get it signed by the both vendor's authorized signatory and their banker's along with a copy of cheque leaf / cancelled cheque 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>Erection / commissioning:</p> <p>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>Offers should be submitted only in sealed cover super-scribing clearly the Enquiry reference and due date.</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

	BHEL Enquiry No. & Date	Vendor's Offer Ref No. & Date			
	MODEL PRICE BID FORMAT FOR INDIGENOUS VENDORS				
SI No.	Description	Unit	Qty	Rate in Rs	Value in Rs
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.				
	(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:				

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 IMPORT SUPPLIES	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
Prices shall be quoted item wise only as per the model format enclosed.	
Delivery terms: Vendors should quote for delivery on CFR Chennai Sea Port /Air port 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.	
Validity of offer shall be for a minimum period of 120 days from the date of Tender opening	
Delivery period from the date of Letter of Intent shall be clearly mentioned in the offer.	
Liquidated damages @ ½% per week subject to a maximum of 15% of the order value shall be applicable for delay in deliveries.	
Following Risk Purchase clause 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.	
Payment terms for Foreign vendor (Principal): 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. All bank charges outside India are to vendor's account only.	
Payment terms for Indian Agent: 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.	
Erection / commissioning: Erection / commissioning shall be done at free of cost.	
Submission of Performance Bank Guarantee (PBG): 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 part one of the documents for effecting the balance 20% payment.	
Part Shipment or Transhipment is not permissible	
Contract Execution Bank Guarantee: The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) from any one of the 'Consortium Indian Banks' of BHEL (list enclosed) for 5% of the Purchase Order value in the format enclosed covering the agreed delivery period (FOB delivery) with additional 2 months as claim period. The CEBG shall be furnished within 30 days from the date of Purchase Order. <u>BHEL reserves the right to cancel Purchase Orders in case the vendor fails to submit the CEBG within 30 days from Purchase Order date.</u> All bank charges incurred in India and outside India on account of issuance of CEBG will have to be borne by the foreign vendor. <u>If CEBG is issued by a Foreign counter part of the BHEL consortium Indian Bank, in case of claim against the CEBG , it will be lodged in any one of the Indian counters of the Foreign Bank which issued the CEBG.</u> <u>Offers from vendors not accepting to submit CEBG will be rejected.</u>	
Vendor's confirmation: CEBG will be provided in line with above.	
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.	
Offers should be submitted only in sealed cover super-scribing clearly the Enquiry reference and due date.	

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. Otherwise your offer is liable for rejection.

Signature & Office Seal of the vendor

	BHEL Enquiry No. & Date		Vendor's Offer Ref No. & Date			
	MODEL PRICE BID FORMAT FOR IMPORT VENDORS					
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					
	(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					

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 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 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.