



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:

2631100089

Enquiry
Date:

23.12.2011

Due date for submission
of quotation:

24.01.2012

You are requested to quote the Enquiry number, date and due date in all your correspondences. This is only a request for quotation and not an order.

Please note that under any circumstances both delayed offer and late offers will not be considered. Hence vendors are requested to ensure that the offer is reaching physically our office before 14.00 hrs on the Date of tender opening.

Item	Description	Quantity	Delivery (Item required at BHEL on)
10	ELECTRICALLY OPERATED HYDRAULIC POWER PACK 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.	16.04.2012

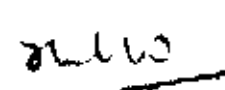
Important points to be taken care during submission of offer

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 Government 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 will not be considered and rejected. However as per the appropriate Policy of BHEL action will be taken on them in this regard.

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 " 2631100089".

Tenders should reach us before 14:00 hours on the due date
Tenders will be opened at 14:30 hours on the due date
Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED


Dy. Manager / MM / Capital Equipment

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.14.h] - 7 Nos.
- b. Hydraulic Jack Unit of capacity 400 ton
[as per Specification Clause No. D.1.0 to D.23.0] - 7 Nos.
- c. Hydraulic Jack Unit of capacity 250 ton
[as per Specification Clause No. E.1.0 to E.23.0] - 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

MAKE: ENERPAC / HI-FORCE / HAWE-GERMANY / LARZEP / POWER TEAM makes only acceptable, for all the above Power packs & Jacks. Any offers with other makes will not be considered for evaluation.

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 around 400 Ton capacity also.	
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 bar	

S.No.	BHEL SPECIFICATIONS		BIDDER'S OFFER
C.5.0	Hydraulic Oil Delivery	8 - 12 litres/min. in 1st stage (at low pressure) and Min 0.8 litres/min. in 2nd stage (at 700 bar pressure)	
C.6.0	Tank Capacity	Not less than 20 litres of Oil	
C.7.0	Approximate Weight of Power-pack Unit	Vendor to specify	
C.8.0	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.9.0	Continuous Duty	In-built design features (fan cooling) for fast heat dissipation for continuous duty operation.	
C.10.0	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.11.0	Noise Level at 1 metre	The noise level of the pump shall not exceed 85 dBA, during power-pack operation.	
C.12.0	Pump Starting	Possible to start the pump under full load condition	
C.13.0	Lifting Handles & Castor wheel	Suitable lifting handles and Castor wheels shall be provided for power pack for portability.	
C.14.0	ACCESSORIES FOR POWER PACK		
C.14.a	Remote Control Unit (connected to power pack)	24 V operated remote control unit with 10 metres long control cable with protective sheathing.	
C.14.b	Hydraulic Hose: (suitable for an operating pressure of 700 bar)	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.14.c	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.14.d	Oil Level Sight Glass	To indicate the level of hydraulic oil in tank	

S.No.	BHEL SPECIFICATIONS		BIDDER'S OFFER
C.14.e	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.14.f	Direction Control Valve (power pack mounted)	Electrically Solenoid operated Directional Control Valve (4 way / 3 position) with Load Holding feature.	
C.14.g	Over-load Protection	To be equipped (with factory set) internal safety relief valve for over-load protection.	
C.14.h	Pressure Relief Valve	To set the maximum operating pressure from outside without opening the power pack	

D. DOUBLE- ACTING HIGH TONNAGE HYDRAULIC JACK (CYLINDER) OF 400 TON CAPACITY

S.No.	BHEL SPECIFICATIONS		BIDDER's OFFER
D.1.0	Type	Double acting	
D.2.0	Capacity @ 700 bar	380 Ton (minimum)	
D.3.0	Shut height	435 mm (maximum)	
D.4.0	Stroke	150 mm (± 5 mm)	
D.5.0	Cylinder outside diameter	380 mm (maximum)	
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	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.19.0	The quick release coupling (QRC) are to be provided with steel dust cap connected to the couplers by means of a metal chain	
D.20.0	The jacks shall be provided with lifting handles for portability	
D.21.0	The jack shall be provided with baked enamel finish paint for increased corrosion resistance.	
D.22.0	Weight of the jack to be specified	
D.23.0	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) OF 250 TON CAPACITY

S.No.	BHEL SPECIFICATIONS		BIDDER's OFFER
E.1.0	Type	Double acting	
E.2.0	Capacity @ 700 bar	250 Ton (minimum)	
E.3.0	Shut height	350 mm (maximum)	
E.4.0	Stroke	150 mm (± 5 mm)	
E.5.0	Cylinder outside diameter	275 mm (± 10 mm)	
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	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.19.0	The quick release coupling (QRC) are to be provided with steel dust cap connected to the couplers by means of a metal chain	
E.20.0	The jacks shall be provided with lifting handles for portability	
E.21.0	The jack shall be provided with baked enamel finish paint for increased corrosion resistance.	
E.22.0	Weight of the jack to be specified	
E.23.0	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- 2Nos b) Pressure Gauge - 1No c) Solenoid Operated Direction Control Valve - 1No d) Adjustable Relief Valve - 1No e) Hydraulic Jack Cylinder Seal Kit for Jack Cylinder as per Clause D - 1Set. f) Hydraulic Jack Cylinder Seal Kit for Jack Cylinder as per Clause E - 1Set. g) Pump Seal Kit - 1Set. h) Electric Motor in Pump Unit - 1No. 	

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.	

QUALIFYING CRITERIA FOR THE SUPPLY OF HYDRAULIC JACK with ELECTRICAL POWERPACK

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.	PARTICULARS	VENDOR's RESPONSE
1.0	The BIDDER shall have a minimum of TEN Years of Experience of in the Field of Design, Manufacture & Supply of Hydraulic Power pack & Jack Units [Electrically operated Power pack with working pressure around 600 bar and Jack capacity of 500 Tons]. In case of trader the 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 Quality Assurance System followed for the Jack & power packs including test certificates as required.	
4.0	ENERPAC / HI-FORCE / HAWE-GERMANY / LARZEP / POWER TEAM makes only acceptable, for all the above Power packs & Jacks. Jacks & power pack units of above specified makes are being used in BHEL/Trichy satisfactorily. Any offers with other makes will not be considered for evaluation.	
5.0	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.1.0), 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]	
6.0	Performance Certificate from CUSTOMERS (minimum TWO Customers) with details of CONTACT PERSON, for whom Hydraulic Power-pack and Jack Units of Capacity 400 Tons and above have been supplied, in the FORMAT given under ANNEXURE-A	
7.0	The BIDDER / OEM shall submit the offer in TWO PARTS - Technical & Commercial Price Bid. The Technical Offer shall be in line with the BHEL Technical Specifications.	
8.0	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.	
9.0	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.	
10.0	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.	
11.0	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	
12.0	The expected delivery period is THREE 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

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



An ISO 9001 Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

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

ANNEXURE – G

CONTRACT EXECUTION BANK GUARANTEE BOND

This deed of guarantee made this day of 200. by the..... Bank Ltd, (hereinafter referred to as “the Bank”) in favour of Bharat Heavy Electricals Limited, Tiruchirappalli having its registered Office at New Delhi with its Unit Office at Tiruchirappalli where as M/s..... having its registered office at (hereafter called the “the Contractor”) have entered in to contract with Bharat Heavy Electricals Limited, Tiruchirappalli for the supply of vide Purchase Order No dated

1. We Bank Ltd, do hereby undertake to pay to Bharat Heavy Electricals Limited, Tiruchirappalli an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by Bharat Heavy Electricals Limited, Tiruchirappalli by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order.

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

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

For the purpose of this clause, any letter making demand on the Bank by Bharat Heavy Electricals Limited, Tiruchirappalli dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the Bank (**any one of the BHEL Consortium Banks as per list attached as selected by the vendor**) shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and

when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

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

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

We, Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of Bharat Heavy Electricals Limited, Tiruchirappalli in writing.

In witness whereof we..... (indicate the name of Bank) have hereunto set out Bank Seal the..... day month 200

The contact details of the Issuing Bank such as Email ID, Phone No. and Fax No. should be indicated in the CEBG. Also please note that the CEBG should be forwarded to us with the covering letter of the issuing Bank with signature and seal.

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

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

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 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 there under 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 executants 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.

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

LIST OF CONSORTIUM BANKS IN INDIA

(as on 15.12.2011)

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

(1) It should be typed in the Rs. 100 value of stamp paper.

(2) It should be signed by Two bank officials with Rubber stamp containing names & employee numbers of bank officials.

(3) It should be submitted with bank covering letter with sign and seal of the bank official.

MM : CAPITAL EQUIPMENT

**Bharat Heavy Electricals Limited, Tiruchirapalli – 620 014
(To be filled and submitted along with Technical Bid (Part - I)**

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.	
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 Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery indicated in our Purchase Order would make the supplier liable to an un-conditional penalty @ ½% of the value of goods for each week of delay subject to a maximum of 15% of the Purchase Order value. For the purpose of imposing LD, B/L or AWB date shall be considered.	
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 charges must be quoted separately.	
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 covering the agreed Guarantee period with an additional claim period of 2 months. This PBG shall form part one of the documents for effecting the balance 20% payment.	
Reverse Auction (RA): BHEL reserves their right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA have been given in the 'General guidelines & instructions to bidders' enclosed as a part of NIT. Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry. BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.	
The equipment shall be guaranteed for a period of 12 months from the date of commissioning.	
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 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. 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 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:					

MM:CAPITAL EQUIPMENT**Bharat Heavy Electricals Limited, Trichirapalli – 620 014****(To be filled and submitted along with Technical Bid-Part-I)****BHEL Enquiry No.****Date:**

BHEL Commercial Terms and Conditions for INDIGENOUS 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.	
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 Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery indicated in our Purchase Order would make the supplier liable to an un-conditional penalty @ ½% of the value of goods for each week of delay subject to a maximum of 15% of the Purchase Order value. For the purpose of imposing LD, LWB date shall be considered.	
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.	
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 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 (list is attached).	
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.	

<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 E-mode Payment. As per BHEL e-mode Format, which will be given at time of ordering along with order copy. (Original filled E-mode payment format 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>Reverse Auction (RA):</p> <p>BHEL reserves their right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA have been given in the 'General guidelines & instructions to bidders' enclosed as a part of NIT. Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <p>BHEL reserves the right not to consider offers from vendors not accepting to the RA process for finalization of the enquiry.</p>	
<p>Erection / commissioning:</p> <p>Erection / commissioning charges must be quoted separately</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

GENERAL COMMERCIAL TERMS AND CONDITIONS

1.0 QUOTATIONS

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**

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:

- Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- 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.
- List of customers to whom same or similar equipment have been supplied along with performance certificates to be enclosed.
- Relevant catalogues to be attached
- List of spares parts (with part numbers) for two years operation and maintenance should be attached.
- Information on shipping weight and cubage (length, width & height) to be provided.
- Incase of foreign bidder offer, the Principal's technical offer should be enclosed.

2.2 Commercial

This part shall include / indicate the following:

- Port of shipment / Station of despatch
- Terms of payment
- Taxes & duties applicable.
- Delivery Schedule
- Offer validity
- Country of origin
- Percentage of agency commission if any along with a copy of Agency agreement.
- A copy of "Un-Priced Part II" i.e., a copy of the Price Bid **without the price details** to be enclosed.

3.0 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.

4.0 GENERAL

- Incomplete offers will not be considered.
- **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.
- **Bid Currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their home currency.
- **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**.
- **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.
- **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.**

- 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

5.0 Cenvat 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 **CENVAT** credit for his input materials, the effect of proforma credit should be passed on to the purchaser.

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

7.0 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.