

BHARAT HEAVY PLATE & VESSELS LIMITED.,  
(A Subsidiary Bharat Heavy Electricals Limited)  
A Government of India Enterprises  
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**NOTICE INVITING TENDER( NIT)**

**Category of Tender: TWO BID  
(PRICED + UN - PRICED)**

**SUB: NOZZEL OPENING MACHINE**

Our Ref: **MM/2/10/1994/CAP/W-469/5294**

**DATE: 06.01.2012**

Sealed quotations in duplicate are invited from suppliers on **or before 18.02.2012** **SUPERSCRIBING OUR REFERENCE AND CATEGORY OF TENDER** on the cover, for supply of the under mentioned stores within the above due date, otherwise send **REGRET LETTER**, strictly subject to the Terms & Conditions attached herewith.  
**LATE TENDERS ARE NOT ACCEPTABLE.**

ITEM No.	DESCRIPTION / SPECN. / SIZE	QTY
1.	NOZZEL OPENING MACHINE	<b>1 No.</b>
	<b>Encl:</b>  <b>1. Qualifying Criteria PART A</b> ..... <b>4 pages</b> <b>2. Technical Specifications PART B</b> ..... <b>4 Pages</b> <b>3. General Terms/ commercial terms and conditions</b> ..... <b>9 pages</b> <b>(INCLUDING CHECK LIST)</b>	

**For BHARAT HEAVY PLATE & VESSELS LIMITED,**

**For Dy. GENERAL MANAGER (MM)**

## NOZZLE OPENING MACHINE (PART A)

### NOZZLE OPENING MACHINE

#### SECTION – I : QUALIFYING CRITERIA

The BIDDER has to compulsorily meet the following requirements to get qualified for considering the technical offer (To be submitted with technical offer compulsorily):

SL. NO.	PARTICULARS	VENDOR'S RESPONSE
1.0	Only those vendors ( <b>OEMs</b> ), who have Experience of Minimum 5 years in manufacturing of Nozzle opening machines and supplied and commissioned at least <b>THREE NOZZLE OPENING MACHINE</b> and such equipment is presently working satisfactorily for more than one year after commissioning (from the date of opening of Tender) should quote. However, if such equipment had already been supplied to BHPV / BHEL, then that machine should be presently working satisfactorily for more than six months after it's commissioning and acceptance (from the date of opening of Tender).	
	<b>The vendor should submit following information where similar machine has been supplied for qualification of their offer.</b>	
1.1	Name and postal address of the customer or company where similar equipment is installed.	
1.2	Name and designation of the contact person of the customer.	
1.3	Phone, FAX no and email address of the contact person of the customer.	
1.4	Month and Year of commissioning of the equipment.	
1.5	Application for which the equipment is supplied	
1.6	Along with the Technical offer, the Vendor should submit one Performance certificate from the customer for the satisfactory performance of the equipment supplied to them. For obtaining the Performance certificate, a suggestive format is provided in <b>SECTION – IV</b> .	
1.7	BHPV reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.	
2.0	<b>DELIVERY</b> - The bidder shall quote the best possible delivery. However the delivery shall not exceed 3 months with an additional grace period of 1 month. The additional grace period will attract a penalty which is explained in the commercial terms of the enquiry. The delivery period shall be reckoned from date of purchase order to despatch from the vendor works.	

**SECTION – II**

The BIDDER / VENDOR is requested to provide the following information (To be submitted with technical offer compulsorily):

<b>SL. NO.</b>	<b>REQUIREMENTS</b>	<b>VENDOR'S RESPONSE</b>
<b>3.0</b>	The BIDDER/VENDOR to furnish Reference List of Customers, with full address, details of contact person, where Electrode drying oven similar to offered have been supplied in the past.	
<b>4.0</b>	Details of Nozzle Opening Machines supplied to other BHPV / BHEL units, if any. (Year of commissioning, Length, Width and Operating temperature)	
<b>5.0</b>	Details on SERVICE – AFTER – SALES Set – Up in India including the Address of Agents/Service Centers in South India.	
<b>6.0</b>	Any Additional Data to supplement the manufacturing capability of the BIDDER for the subject equipment.	

**SECTION – III**

The BIDDER to note (To be submitted with technical offer compulsorily):

<b>SL. NO.</b>	<b>PARTICULARS</b>	<b>VENDOR'S RESPONSE</b>
<b>7.0</b>	The BIDDER/VENDOR shall submit the offer in TWO PARTS. 1. Technical [with <b>PART A &amp; PART B</b> ] & Commercial offer. 2. Price Bid.	
<b>8.0</b>	The Technical Offer shall contain a comparative statement of Technical <b>Specifications demanded by BHPV</b> and <b>offer Details submitted by the Bidder</b> , against each clause. A just 'CONFIRMED' or 'COMPLIES' or 'YES' or 'NO-DEVIATION' or similar words in the technical comparative statement where specific details are required may lead to disqualification of the Technical Offer.	
<b>9.0</b>	The Technical Offer shall be supported by Product Catalogue & Data Sheets and also technical details of Bought-Out-Items with copies of product Catalogue to the extent possible.	
<b>10.0</b>	The Commercial Offer (given with the Technical Offer) shall contain the Scope of Supply and the Un-Priced Part of the Price-Bid, for confirmation.	

**SECTION – IV**

The performance certificate should be produced **on customer’s Letter Head**.

**PERFORMANCE CERTIFICATE**

1. Supplier of the Equipment	
2. Make & Model of the Equipment	
3. Month & Year of Commissioning	
4. Application for Which M/C is used	
5. <ul style="list-style-type: none"> <li>a. Holding Capacity – Kg</li> <li>b. Chamber dimension</li> <li>c. Rated Temperature</li> <li>d. Temperature controller type (PID with 4 ramp)</li> </ul>	
6. Performance of the Equipment (Strike off whichever is not applicable)	Satisfactory / Not Satisfactory
7. After sales service (Strike off whichever is not applicable)	Satisfactory / Not Satisfactory
8. Any Other remarks	
9. Contact Details <ul style="list-style-type: none"> <li>Name of the Contact Person</li> <li>Phone No.</li> <li>Fax No.</li> <li>E-mail ID</li> </ul>	
<div style="display: flex; justify-content: space-between; align-items: flex-end; padding: 10px;"> <div style="width: 45%;">Date:</div> <div style="width: 50%; text-align: right;">Signature &amp; Seal of the Authority Issuing the Performance Certificate</div> </div>	

**TECHNICAL SPECIFICATIONS FOR  
PORTABLE NOZZLE OPENING (PIPE HOLE OXY FUEL CUTTING) MACHINE**

**SCOPE : SUPPLY, ERECTION & COMMISSIONING OF PORTABLE NOZZLE OPENING (PIPE HOLE OXY FUEL CUTTING) MACHINE**

SL. NO.	DESCRIPTION OF BHPV REQUIREMENT	REQUIRED	OFFERED	DEVIATION	REMARKS
<b>1.0</b>	<b>PURPOSE</b>				
1.1	<p><b>Purpose:</b> Cutting of Circular openings by Oxy-fuel cutting in carbon steels, low alloy steels etc., in circular shells for welding nozzles.</p> <p>The machine is intended to cut circular opening in cylindrical vessel surface pipes. The machine configuration broadly should consist of a frame to mount / clamp on the vessel / main pipe. The cutting torch along with gas feeding arrangement shall be mounted on this frame. The cutting torch shall freely rotate about an axis to cut a circular opening in the vessel / pipe. Gas infeed shall not hinder the circular attachment of torch. The rotation of torch shall be motorized with variable speed control. The nozzle of the top shall automatically adjust to maintain the tip to work distance.</p>	Vendor to confirm			
<b>2.0</b>	<b>JOB REQUIREMENT :</b>				
2.1	<b>Oxy-fuel cutting :</b> The machine should be capable of cutting carbon steel and low alloy steel plates of following specification:	Vendor to offer / confirm			
	i. Maximum plate thickness - up to 150 mm.	Vendor to confirm			
	ii. Automatic bevel cutting (up to $\pm 45$ deg.) or straight cut holes into shell/pipe as per job requirements.	Vendor to confirm			
	iii. Circular opening in cylindrical vessel surface (for welding nozzles) / pipes.	Vendor to confirm			
<b>3.0</b>	<b>TECHNICAL SPECIFICATION:</b>				
3.1	Basic Equipment: - Should be capable to get fixed to any circular surface and cut the circular opening in the pipe/ shell.	Vender to offer			
3.1.1	Effective Cutting Diameter	80-600 mm			
3.1.2	Main Pipe/ Shell Diameter	500 to 4000 mm			

**TECHNICAL SPECIFICATION FOR NOZZLE OPENING MACHINE (PART B)**

SL. NO.	DESCRIPTION OF BHPV REQUIREMENT	REQUIRED	OFFERED	DEVIATION	REMARKS
3.1.3	Vertical Torch Stroke	0 to 200 mm			
3.1.4	Cutting Speed	Vendor to specify			
3.1.5	Cutting Thickness	10 – 150 mm			
3.1.6	Speed Control The cutting shall be motorized and the speed shall be able to regulate through a Step-less control.	Vendor to specify			
3.1.7	Motor Capacity for rotating head	Vendor to specify			
3.1.8	Power Source : AC 230 V ± 10%, 50 Hz ± 3%	Vendor to Confirm			
3.1.9	SNAP VALVE : One touch on/ off gas valve.	Vendor to specify			
3.2	<b>CUTTING TORCH:</b>				
3.2.1	The equipment should be capable for mounting of 1 no. of cutting torch to cover the whole range of cutting up to 150 mm Thk. (maximum) for oxy-fuel cutting.	Vender to offer / confirm			
3.2.2	Oxy-fuel contour cutting Torch - 1 no (cutting capacity up to 150 mm Thk.). The same torch shall be capable of bevel cutting (Bevel up to± 45 deg.)	Vender to offer / confirm			
3.3	<b>TORCH SUSPENSION SYSTEM:</b>				
3.3.1	Torch shall have rotating gas manifold and shall keep the gas supply hoses away from becoming tangled oxy-fuel cutting.	Vendor to offer			
3.3.2	<u>Auto Tip Stand Off</u> : The nozzle of the top shall automatically adjust to maintain the tip to work distance.	Vendor to confirm			
3.3.3	The Oxy fuel lines are to be connected to the main gas manifold by means of a quick SNAP type arrangement for easy connecting and disconnecting to the manifold.	Vendor to confirm			
4.0	<b>SCOPE OF SUPPLY FOR CUTTING SYSTEM:</b>				
4.1	Torch suspension system for oxy – fuel.	Vendor to offer			
4.2	Flashback arrestors fitted with torch.	Vendor to offer			
4.3	All hoses & cable assemblies required for oxy-fuel cutting system. All hoses should be of high quality.	Vender to offer / confirm			
4.4	Sets of tools required for operation & maintenance of Oxy - fuel cutting system.	Vendor to offer			

**TECHNICAL SPECIFICATION FOR NOZZLE OPENING MACHINE (PART B)**

SL. NO.	DESCRIPTION OF BHPV REQUIREMENT	REQUIRED	OFFERED	DEVIATION	REMARKS
<b>5.0</b>	<b>SAFETY ARRANGEMENTS</b> Following safety features in addition to other standard safety features to be provided.	Vendor to offer			
5.1	Flash back arrestors should be fitted.	Vendor to note & confirm			
5.2	All the pipes, cables etc. on the machine should be well supported and protected. These should not create any hindrance to machine movement.	Vender to confirm			
<b>6.0</b>	<b>SPARES</b>				
6.1	10 nos spare Gas cutting Torch Nozzles for each size of following: 1/8, 1/16, 3/64, 5/64, 7/64, 1/32	Vendor to offer			
<b>7.0</b>	<b>DOCUMENTATION :</b> Three sets of O & M manuals of Machine (Hard copies) & 1 soft copy in English language should be supplied along with the machine.	Vender to confirm			
<b>8.0</b>	<b>PROVEOUT</b>				
8.1	Successful cutting of components by vendor as per BHPV requirements to the specified cutting capability (as per job requirement vide Clause No. 2.0 of specification) at BHPV works.	Vender to confirm			
<b>9.0</b>	<b>TRAINING</b>				
9.1	Two BHPV Persons should be trained at BHPV works for 2 days in operation of complete machine & accessories etc by the supplier's experts / engineers during their stay at BHPV works. a) Operation of the machine. b) Mechanical maintenance of the machine.	Vender to confirm			
9.2	Competent, English speaking experts shall be arranged by the vendor for satisfactory & effective training	Vender to confirm			
<b>10.0</b>	Ambient Operating Conditions: Temperature up to 50 degree Celsius, Relative Humidity = 93% max, but both will not occur simultaneously.	Vender to confirm			

**TECHNICAL SPECIFICATION FOR NOZZLE OPENING MACHINE (PART B)**

<b>SL. NO.</b>	<b>DESCRIPTION OF BHPV REQUIREMENT</b>	<b>REQUIRED</b>	<b>OFFERED</b>	<b>DEVIATION</b>	<b>REMARKS</b>
<b>11.0</b>	<b>MACHINE ACCEPTANCE</b> (Tests/Activities to be performed & demonstrated by Vendor)				
11.1	Demonstration of all features of the machine, to the satisfaction of BHPV for efficient and effective use of the machine.	Vendor to accept & confirm			
11.2	Demonstration by actual use of all supplied accessories to their full capacity for required applications.	Vendor to accept & confirm			
<b>12.0</b>	<b>PACKING</b>				
12.1	Sea worthy & rigid packing for all items of complete machine, and all Accessories and other supplied items to avoid any damage/loss in transit. When machine is dispatched in containers, all small loose items shall be suitably packed in boxes.	Vendor to offer & confirm			
<b>13.0</b>	<b>GUARANTEE</b>				
13.1	Guarantee for complete machine and all supplied accessories / attachments / equipments / items for 18 months from the date of dispatch or 12 months from the date of commissioning and acceptance of machine, whichever is earlier	Vendor to confirm			
<b>14.0</b>	<b>GENERAL</b>				
14.1	Machine Model No.	Vendor to inform			
14.2	Total Space required (Length, Width, Height) for complete machine.	Vendor to inform			
14.3	Total weight of the machine	Vendor to inform			
14.4	Vendor to submit reference list of customers where similar machines have been supplied mentioning broad specifications of the supplied machine	Vendor to submit			
14.5	Detailed catalogues, sketches / drawings / photographs pertaining to the offered machines and accessories / attachments / items should be submitted with the offer.	Vendor to submit			

**COMMERCIAL TERMS AND CONDITIONS FOR SUBMISSION OF OFFER****1.0 QUOTATIONS**

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 Un-priced commercial bid**” Indicating Tender 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 Tender No., Due Date and Address & Reference of the Bidder.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, super scribing as Part I and Part II of Tender 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)  
Tender should not be addressed to any Individuals name but only designation to

**Dy. General Manager (MM)**  
**BHARAT HEAVY PLATE & VESSELS LIMITED**  
**VISAKHAPATNAM - 530 012 (A P), INDIA.**

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

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

**2.0 PART I (TECHNICAL & UN-PRICED 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 is to be provided. If there are any deviations the same should be clearly specified. Offers received without conformation 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 catalogue to be attached.
- 2.1.5. List of spares parts (with part numbers) for two years operation and maintenance should be attached.

2.1.6. Information on shipping weight and cubage (length, width & height) to be provided

2.1.7. In case of foreign bidder offer, the Principal's technical offer only should be enclosed.

## 2.2 Un-Priced Commercial

This part shall include / indicate the following

2.2.1. Port of shipment / Station of dispatch

2.2.2. Terms of payment

2.2.3. FOB/FCA price along with freight charges up to Chennai port (for foreign bidders) Ex-works/FOR Dispatch Station price along with freight charges up to BHPV Visakhapatnam (for Indian bidders)

2.2.4. Taxes, Service tax & duties including Cess applicable.

2.2.5 Delivery Schedule

2.2.6. Filled-in check list to be enclosed

2.2.7. Offer validity

2.2.8. Country of origin

2.2.9. Percentage of agency commission if any along with a copy of Agency agreement The FOB/FCA/CFR Prices quoted shall include the agency commission.

2.2.10. A copy of "Un-Priced Part II 'i.e., a copy of the Price Bid without the price details to be enclosed.

2.2.11 BHPV is eligible for availing CENVAT / VAT credit on both inputs and capital inputs. The suppliers invoice should separately indicate the amount of duty / taxes and should invariably mention the following details:

1. The Central excise registration number, range division and commission rate of the supplier's jurisdiction.
2. The rate of duty and 8 digit central excise tariff heading of the item supplied.
3. The TIN, VAT, CST registration number of the supplier.

The duplicate copy of the invoice is required for availing CENVAT credit and original copy for availing VAT credit, if purchased within the state.

In case of foreign bidders the duplicate copy of the electronic Bill of Entry along with TR6 challan should be made available for availing CENVAT credit on CVD, Cess (S) and SAD.

## 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 & un-priced 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 Price Bid opening date. Clarifications if any required by BHPV FOR Technical evaluation / commercial evaluation would be sought from Bidders before opening of Part II – price bid.

### GENERAL

5.1 Incomplete offers will not be considered.

5.2 **Fixed priced:** 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 regards 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, which should be clearly indicated in the un-priced commercial bid as well as in the price bid.

- 5.4 **Terms of Delivery:** Bidders are required to quote their best delivery period. Foreign Bidders should submit their offer for net FOB/ FCA – Nearest Sea Port / Air Port as well as CFR / Chennai Seaport/ Airport. Freight charges up to Chennai port to be indicated separately. Indian Bidders should submit their offer for Dispatching station as well as FOR BHPV Visakhapatnam basis. Freight charges from works to BHPV Visakhapatnam to be indicated separately. Delivery from the date of Letter of Intent to be mentioned in the offer.
- 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 & TIN No/ Tariff No. etc, failing which the purchaser will not be liable for payment of such Taxes and Duties (Our TIN No.28280189432, APGST No. VSP/04/1/1023 dated 24.08.1968. CST No.VSP/04/1/1012 dated 24.08.1968 & BHPV ECC No AAA CB 7076 N-XM001. Assessment circle Visakhapatnam.)
- 5.6 **Validity:** The offers for main equipment and spares shall be kept open for acceptance for a period of 120 days (one hundred and twenty days) from the dates of opening of the tender (part I)
- 5.7 **Terms of Payment:**
- 5.7.1 **Indian Bidders:**
- 5.7.1.1 90% payment (90% of basic price + 100% Taxes) will be made within 45 days of receipt of material and balance 10% will be made after acceptance of material/commissioning of the equipment at BHPV, Visakhapatnam and on submission of Performance Bank Guarantee.
- 5.7.2 **Foreign Bidders**  
An Irrevocable letter of Credit shall be established for 80% of FOB/FCA/CFR/ (excluding Indian Agent's commission) 2 months prior to shipment and valid for 3 months for negotiation against shipment Letter of Credit shall be opened through a branch of State Bank of India in the country where order shall be placed. In case, in the country where order is placed, State Bank of India is not there, Letter of Credit will be confirmed by foreign banker. Balance 20% of FOB/FCA/CFR value shall be paid through sight draft on Commissioning & acceptance of the equipment at BHPV Visakhapatnam, against submission of 10% performance bank guarantee. All Bank charges outside India are to supplier's account. Lump sum erection and commissioning charges if any, shall be payable after satisfactory erection & commissioning of the equipment by sight draft against certificate issued by the competent authority.
- 5.7.3 **Common to both India & Foreign Bidders.**  
Erection & Commissioning (E&C) charges will be released after deduction of Income Taxes as per the Govt. of India rules. The TDS certificate will be issued by BHPV. Applicable service tax on E&C charges will be payable extra. The liability of depositing the same to the Govt. will be of the supplier.
- 5.7.4 **Loading criteria common to both Indian and foreign bidders:** Vendor should accept the payment terms specified above. However for any deviation to the payment terms offered with reference to the above criterion will be loaded with prime lending rate of SBI prevailing on date of opening of price bid + 2%, which shall be computed for the differential period between BHPV terms of payment and the offered basic price.
- 5.8 DUNS number (allotted by M/s. DUN & Bradstreet) shall be mentioned in your offer.
- 5.9 **Guarantee:** The equipment shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of commissioning and acceptance whichever is earlier.  
**Offers from vendors not accepting to the requested guarantee period will be rejected.**

5.10 **Contract Execution Bank Guarantee (CEBG):** The successful tenderer shall furnish a Bank Guarantee from any Nationalized Bank for 5% of Purchase Order value (FOR Dispatching station value – Excluding taxes, duties, freight & insurance – for Indian bidders) & (FOB/FCA value – excluding freight & insurance – for foreign bidders) confirming that the order will be executed as per the terms and conditions and this should be valid till final dispatch date (LR/GR/BL/AWB) with additional 2 months claim period. Letter of Credit will be processed only after receipt of CEBG. The CEBG is to be furnished within 3 weeks from the date of Purchase order.

**Offers from vendors not accepting to submit CEBG will be rejected.**

5.11 **Performance Bank Guarantee (PBG):** The supplier shall furnish a Bank guarantee from any Indian Nationalized Bank approved by BHPV in the format, given by BHPV along with purchase order for 10% of the Purchase Order value (FOR Dispatching station value – Excluding taxes, duties, freight & insurance – for Indian bidders) & (FOB/FCA value – excluding freight & insurance – for foreign bidders) valid for period of guarantee with additional claim period of 2 months.

**Offers from vendors not accepting to submit PBG will be rejected.**

The CEBG & PBG shall be obtained from any Indian Nationalized Bank

5.12 **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 quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of ½% of the value of goods for each week of delay subject to a maximum of 10% of the Purchase Order value.

5.12.1 **Loading Criteria for Liquidated Damages:** Any deviation from above LD Clause to the extent for which LD is not agreed by the vendor i.e., differential % value will be loaded on basic price, e.g. If some vendor agrees for say maximum of 6% LD then his price will be loaded by 4% (10 – 6) of his quoted basic price.

5.13 **Risk purchase:** If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHPV 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 delivery period mentioned in the Purchase Order.

**Offers from vendors not accepting the above Risk Purchase terms will be rejected.**

5.14 **Indian Agent & Agency commission:** An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The FOB/FCA/CFR price quoted by the Foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the offer. This will be paid by BHPV in India Rupees, on satisfactory commissioning & acceptance of the equipment. Copies of current Agency Agreement / Authorization Letter in respect of Agency Commission shall be furnished along with offer. For calculation of Rupee equivalent of Agency Commission exchange rate as prevailing on the date of Purchase Order will be taken.

5.15 **Short shipment / Warranty replacement:** In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the supplier. Any warranty replacement during the warrantee period shall be on FOR, BHPV - Visakhapatnam, basis.

- 5.16 **Inspection & Testing:** All goods shall be subject to inspection by BHPV or its authorized representatives at supplier's works or at BHPV stores. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools the machine would be inspected and proved at supplier's works prior to dispatch however, final inspection and acceptance of the machine will be carried after installation of the machine at BHPV, Visakhapatnam.
- 5.17 **Operating and Maintenance manuals:** The Bidders shall clearly mention in their offer that Operating Maintenance Manuals as called for in the Technical Specification in the required number of copies will be provided.
- 5.18 **Cenvat & VAT credit. (for Indian Bidders only):** The quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charges to us. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to the purchaser.
- 5.19 **Packing:** The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involves for normal transport by sea / air / rail road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.
- 5.20 **Salient Points of HSE** (Health, Safety & Environment) that are to be considered while submissions of offer are:
- 5.20.1 Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuels/chemicals)
- 5.20.2 Competency requirements for operation, maintenance and calibration, if any, shall be communicated
- 5.20.3 If any Hazardous chemicals as per MSIHC (Manufacturing, Storage and import of Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided, along with on site & OFF site emergency plan (as applicable).
- 5.20.4 The noise level at operator level shall be within 90 Dba
- 5.20.5 OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified
- 5.20.6 The machine/equipment shall be fitted with guard for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948
- 5.20.7 The supplier shall submit the layout drawing of operating controls, displays etc and operating instructions to enable ergonomics evaluation and approval
- 5.20.8 The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished
- 5.20.9 Alarm System (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment.
- 5.20.10 Details of all hazardous / harmful substances discharges as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV./IR (Ultra violet / Infra red) radiations, etc shall be furnished, along with their concentrations and their TLV, (Threshold Limit Value)

- 5.20.11 Appropriate pollution control measures shall be proposed to keep the emissions from the machinery / processes within the prescribed limit as stated in Environment Protection Rules 1986.
- 5.20.12 All furnaces, process units, DG sets, paint booths, shot blasting chambers, etc shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- 5.20.13 wherever industry specific standards are not available for control of pollutants, general emission standards shall be used
- 5.20.14 Chemicals banned due to their negative impact on the environment shall not be used on the process
- 5.20.15 Fuels with sulphur content less than 0.05% shall be proposed.
- 5.20.16 Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process.
- 5.20.17 Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, Storage and Import of Hazardous Chemical 1989, etc. shall be followed.
- 5.20.18 Primary materials used in the equipment shall be specified and they shall be eco - friendly.
- 5.21 Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHPV).
- 5.22 BHPV also reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy.
- 5.23 BHPV reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at another project / unit.
- 5.24 BHPV 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 BHPV.
- 5.25 BHPV reserves the right to go for a Reverse Auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.

### **GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHPV will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHPV will inform the vendor in writing in case of reverse auction, the details of service provider to enable them to contact & get trained.

4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
  5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
  6. BHPV will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHPV like Packing & Forwarding charges, taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHPV standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
  7. Reverse auction will be conducted on scheduled date & time.
  8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
  9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHPV through Service provider within 24 hours of Auction without fail.
  10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHPV as per prevailing procedure.
  11. In case BHPV decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHPV shall be opened as per BHPV’s standard practice.
- 5.26 **Force Majeure clause:** If at the time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist, if the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

**CHECK LIST**

Bidder's acceptance to BHPV's Standard Commercial Terms &amp; Conditions.

**Applicable for Indian bidders**

(To be submitted along with the offer – please do not change the format)

<b>BHPV Tender No: &amp; Date:</b>	Bidders Confirmation / response
Technical Confirmation to BHPV's Specification	Furnished /Not Furnished
Prices have been quoted on "FIRM PRICE" basis only.	Yes / No
Prices have been quoted on "F.O.R BHPV" basis only.	Yes / No
Validity of offer (we require a minimum period of 120 days from the date of Tender Opening – <b>please Specify</b> )	
Sales Tax ( <b>please Specify</b> )	
Excise Duty ( <b>please Specify</b> )	
Delivery period from the date of Purchase Order ( <b>please Specify</b> ). A loading @ ½ % of the Purchase Order value per week will be done for the grace period requested. For evaluation 4 weeks will be considered as one month. Vendors quoting a delivery period beyond the 'the requested delivery plus the allowed grace period' is liable for rejection.	
Liquidated damages as per clause 5.12 (we require acceptance to @ ½% per week subject to a maximum of 10%).	
Risk Purchase as per clause 5.13 <b>(Offers from vendors not accepting the Risk Purchase terms will be rejected)</b>	Yes / No
Payment terms : 90% payment will be made within 45 days of receipt of material and balance 10% will be made after acceptance of material/commissioning of the equipment at BHPV Visakhapatnam and on submission of Performance Bank Guarantee.	
Contract Execution Bank Guarantee (CEBG) as per Clause 5.10 ( <b>Offers from vendors not accepting to submit CEBG will be rejected</b> )	Yes / No
Performance Bank Guarantee (PBG) as per Clause 5.11 ( <b>Offers from vendors not accepting to submit PBG will be rejected</b> )	Yes / No
Guarantee as per clause 5.9 (The equipment shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of commissioning and acceptance whichever is earlier). <b>(Offers from vendors not accepting to the requested guarantee period will be rejected)</b>	Yes / No
Approximate Net Weight of the total Consignment	
Approximate Gross Weight of the total Consignment	

**Signature & Office Seal of the bidder**

**CHECK LIST**

Bidder's acceptance to BHPV's Standard Commercial Terms &amp; Conditions.

**Applicable for foreign bidders** (To be submitted along with the offer – please do not change the format)

<b>BHPV Tender No: &amp; Date:</b>	Bidders Confirmation / response
Technical Confirmation to BHPV's Specification	Furnished / Not Furnished
Prices have been quoted on "FIRM PRICE" basis only.	Yes / No
Prices have been quoted on "F.O.R BHPV" basis only.	Yes / No
Validity of offer (we require a minimum period of 120 days from the date of Tender Opening – <b>please Specify</b> )	
Currency in which quoted ( <b>please Specify</b> )	
Port of loading ( <b>please Specify</b> )	
Country of Origin ( <b>please Specify</b> )	
Sales Tax ( <b>please Specify</b> )	
Excise Tax ( <b>please Specify</b> )	
Delivery period from the date of Letter of Intent ( <b>please Specify</b> )	
Liquidated damages as per clause 5.12 (we require acceptance to @ ½% per week subject to a maximum of 10%)	
Risk Purchase as per clause 5.13 ( <b>Offers from vendors not accepting the Risk Purchase terms will be rejected</b> )	Yes / No
Payment terms (An irrevocable Letter of Credit shall be established for 80% of FOB/FCA/CFR (excluding Indian Agent's Commission) 2 months prior to shipment and valid for 3 months for negotiation against shipment. Letter of Credit shall be Opened through a branch of State Bank of India in the country where Order shall be Placed. In case, in the Country where order is placed State Bank of India is not there, Letter of credit will be opened through our bankers or as permitted by Government of India. Letter of Credit will not be confirmed by foreign banker. Balance 20% of FOB/FCA/CFR value shall be paid through sight draft on Commissioning. & acceptance of the equipment at BHPV, Visakhapatnam against submission of 10% performance Bank Guarantee. All Bank charges outside India are to Supplier's account. Lump sum erection and Commissioning charges, if any shall be payable after satisfactory erection and Commissioning of the Equipment by sight draft against Certificate issued by the competent authority as per clause 5.7.2)	
Agency commission (refer clause 5.14)	Acceptable / Not acceptable
Contract Execution Bank Guarantee (CEPG) as per Clause 5.10 ( <b>Offers from vendors not accepting to submit CEBG will be rejected</b> )	Yes / No
Performance Bank Guarantee (PBG) as per Clause 5.11 ( <b>Offers from vendors not accepting to submit PBG will be rejected</b> )	Yes / No
Guarantee as per clause 5.9 (The equipment shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of commissioning and acceptance whichever is earlier). ( <b>Offers from vendors not accepting to the requested guarantee period will be rejected</b> )	Yes / No
Approximate Net Weight of the total Consignment	
Approximate Gross Weight of the total Consignment	

Signature &amp; Office Seal of the bidder