



BHARAT HEAVY ELECTRICALS LIMITED

ENQUIRY
(INDIGENOUS)

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

PHONE : 91-44-28158821
GRAMS : BHARATELEC
FAX NO: 910431/520730
E-mail :
Web :

OFFICE COPY	Collective No.	Enquiry Date	Due Date For Quotation
	2680700062	26.11.2007	27.12.2007
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	PART - A QUALIFYING CRITERIA FOR THE SUPPLY OF DOUBLE ACTING HYDRAULIC CYLINDER ASPER THE ANNEXURE - I PART B TECHNICAL SPECIFICATION FOR DOUBLE ACTING HYDRAULIC CYLINDER ASPER THE ANNEXURE - II Hydraulic cylinder 660x620x2032stroke	NO	2.000	2.00	28.04.08

General Note:

1.,,PLEASE SUBMIT YOUR DETAILED OFFER AS TWO PARTBIDSYSTEM ie.TECHNICAL OFFER IN ONE SEALED COVER AND COMMERCIAL OFFER IN ANOTHER SEPARATE SEALED COVER.

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

3.,,PAMENT TERMS STRICLY AS PER OUR PAYMENT TERMS INDICATED IN THE ANNEXURE.

Enclosures:

"LD clause has to be confirmed without fail."

PR Links

Material.	PR.No	PR.Item.	Quantity	Acc. Assign	Customer Number
	23149241	00010	2.000	/000000	

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

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE
(Fossil Boilers)

ANNEXURE - I

PART A.

QUALIFYING CRITERIA FOR THE SUPPLY OF DOUBLE ACTING HYDRAULIC CYLINDER SECTION - I : COMPANY PROFILE

The BIDDER has to necessarily provide the details pertaining to each clause in the table given below and wherever necessary additional sheets may be attached (giving clear reference number) to cover the required details.

S.No.	PARTICULARS	VENDOR's RESPONSE
1.0	Profile of the Company bringing-out the years of Experience and Capability of the BIDDER in the field of design, manufacture and supply of Heavy Duty Hydraulic Cylinders.	Vendor to Specify
2.0	Size and quantity of Double acting Hydraulic Cylinder supplied whose size is larger than Bore Diameter: 550mm / rod diameter: 500mm and stroke: 2000mm (ONLY the sizes of cylinders supplied having larger diameter and stroke together to be stated)	Vendor to Specify
3.0	Details on Manufacturing Facilities available with the VENDOR for: a) Machining of cylinder bore and piston rod. b) Heat Treatment & Hard chrome plating. c) Honing / burnishing of large bores. d) Assembly and Testing of large cylinders up to 315 bar.	Vendor to Specify
4.0	Details of Quality System (with Stages of Internal Inspection) followed for the Cylinder Building and Testing.	Vendor to Specify
5.0	Details on SERVICE-AFTER-SALES Set-Up in India including the Addresses of Agents / Service Centers in India, to be furnished.	Vendor to Specify

SECTION - II : QUALIFYING CRITERIA

The BIDDER / VENDOR has to compulsorily meet the following requirements to get qualified for submitting an offer for the Heavy Duty Double acting Hydraulic Cylinders:

[Additional Sheets shall be attached with the OFFER, to provide requisite details]

S.No.	REQUIREMENTS	VENDOR's RESPONSE
6.0	The BIDDER / VENDOR shall have a minimum of FIVE Years of Continuous Experience of in the Field of Design, Manufacture & Supply of Heavy Duty Hydraulic Cylinders.	Vendor to Specify

7.0	Size and quantity of Double acting Hydraulic Cylinder supplied whose size is larger than Bore Diameter: 550mm / rod diameter: 500mm and stroke: 2000mm (ONLY the sizes of cylinders supplied having larger diameter and stroke together to be stated). Vendor should have supplied minimum 2 Nos.	Vendor to Specify
8.0	Performance Certificate in the enclosed FORMAT for a period, not less than one year, from CUSTOMERS and Reference List of Customers with full contact details of CONTACT PERSON, who are the End Users of Heavy Duty Cylinders supplied as stated in S.No. 7.0.	Vendor to Specify
9.0	BHEL reserves the right to verify the information provided by vendor. In case, it is found to be false/ incorrect, the offer shall get rejected.	Vendor to Specify

SECTION - III : BID / OFFER FORMATS

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

S.No.	REQUIREMENTS	VENDOR'S COMPLIANCE
10.0	The BIDDER shall submit the offer in TWO PARTS - Technical [with PART A & PART B] & Commercial and Price Bid.	Vendor to Specify
11.0	The OFFER shall contain a comparative statement of Technical Specifications given by BHEL and the Offer Details submitted by the Bidder, against each Clause. A just 'YES' or 'CONFIRMED' or 'NO-DEVIATION' or 'COMPLIES' or 'ACCEPTED' or similar words in the technical comparative statement may lead to disqualification of the Technical Offer.	Vendor to Specify
12.0	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 (if applicable)	Vendor to Specify
13.0	The Commercial Offer shall contain the Scope of Supply and the Un-Priced Part of the Price-Bid, for confirmation of the inclusion of all the accessories to meet the technical specification requirements.	Vendor to Specify
14.0	Earlier performance/field experience (including service support) if any, with BHEL for the Vendor's Hydraulic Cylinder, will be a reckoning factor for the technical qualification of the OFFER.	Vendor to Specify

PERFORMANCE CERTIFICATE – [SAMPLE FORMAT]
(On Customer's Letter Head)

1. Manufacturer of the Hydraulic Cylinder :
2. Month & Year of Commissioning :
3. Application for which the Cylinder is used:
4. A. Cylinder Type : Single Acting / Double Acting
B. Cylinder Bore Diameter :
C. Rod Diameter :
D. Stroke :
E. Maximum Working Pressure :
5. Performance of the Cylinder :
6. Any other Remarks :

Date:

Signature & Seal of the Authority
Issuing the Performance Certificate

ANNEXURE - II

PART B

TECHNICAL SPECIFICATION FOR DOUBLE ACTING HYDRAULIC CYLINDER

<u>Sl. No.</u>	<u>Particulars</u>	<u>Specification</u>	<u>Vendor's Offer</u>
1.1.0	CYLINDER CONFIGURATION		
1.1.1	Type	Double acting Hydraulic Cylinder	Vendor to confirm
1.1.2	Cylinder bore Diameter	660mm	Vendor to confirm
1.1.3	Rod Diameter	620mm	Vendor to confirm
1.1.4	Stroke	2032mm	Vendor to confirm
1.1.5	Rated pressure	210bar	Vendor to confirm
1.1.6	Maximum working pressure	230bar	Vendor to confirm
1.1.7	Test pressure (proof pressure)	315bar	Vendor to confirm
1.1.8	Velocity (max. working speeds):	Forward #4m/min & return # 18 m/min	Vendor to confirm
1.1.9	Working medium:	Hydraulic oil - ISO VG150	Vendor to confirm
1.1.10	Working Temperature range:	25deg C to 60deg C	Vendor to confirm
1.1.11	Installation	Vertical	Vendor to confirm
1.1.12	External and Mounting dimensions:	As per the layout drawing No. 1.M.17A.29.1036	Vendor to confirm
1.1.13	Cylinder construction	Provision for Easy replacement of rod seals without dismantling the cylinder and ram clamp should be possible	Vendor to provide details.
1.1.14	Seal wear compensation	Provision for Seal wear compensation for rod seals by suitable spacer / shims.	Vendor to provide details.
1.1.15	Piston groove dimensions and sealing arrangement	Designed in order to suit latest seals and with sufficient Piston & rod guides / guide strips.	Vendor to provide details.
1.1.16	Welding	All weldments made for joining the end pieces should be of 100%	Vendor to confirm

1.2.0	Material:		
1.2.1	Cylinder barrel	Seamless / Welded Steel Pipes to withstand the proof stress due to high pressure inside the cylinder.	Vendor to Specify the material.
1.3.2	Cylinder end pieces	Forged steel (SA180 P12)	Vendor to Confirm
1.3.3	Piston & Piston rod	EN8 (forged): BS970	Vendor to Confirm
1.3.0	Surface Finish		
1.3.1	Cylinder bore	Preferred to have Hard chrome plating to 55HRC(min) and 40 microns thick (min)	Vendor to confirm or suggest alternates for wear resistance.
1.3.2	Piston rod	Hard chrome plated to 55HRC(min) and 40 microns thick (min)	Vendor to confirm
1.3.3	Final Surface finish - Cylinder bore	Less than or equal to 0.2 microns.	Vendor to confirm
1.3.4	Final Surface finish - Piston rod	Less than or equal to 0.2 microns.	Vendor to confirm
1.4.0	Seals		
1.4.1	Piston Seal Type		Vendor to Specify
1.4.2	Rod Seal Type		Vendor to Specify
1.4.3	No. of Guide rings / Guide strips on Piston Seal		Vendor to Specify
1.4.4	No. of Guide rings / Guide strips on Rod Seal		Vendor to Specify
1.4.5	Provision of metallic Guide bushes on Piston		Vendor to Specify the material if provided
1.4.6	Provision of metallic Guide bushes on Piston Rod Gland		Vendor to Specify the material if provided
1.4.7	Seal make	Standard size seals of Hunger / James Walker / Merkel / Parker / Simrit or reputed equivalent make acceptable to BHEL.	Vendor to Specify

1.5.0	Documentation		
1.5.1	Documents to be produced along with Technical offer for evaluation.	<ol style="list-style-type: none"> 1. Cross sectional assembly drawing of cylinder with major and mounting dimensions. 2. Details of sealing arrangement 3. Data sheet of the seals 	Vendor to Confirm and provide.
1.5.2	Documents to be produced for our verification and comments before manufacturing.	<ol style="list-style-type: none"> a) Cross sectional assembly drawing b) Component drawings. c) Design calculation for material selection of cylinder barrel to withstand the proof stress. d) Sealing arrangement drawings e) Data sheets of the seals 	Vendor to Confirm
1.5.3	Three sets of documents to be dispatched along with cylinders for maintenance purpose.	<ol style="list-style-type: none"> 1. All documents as in 1.5.2. 2. All test certificates as in 1.6.3 (a) & (b). 	Vendor to Confirm
1.6.0	Inspection at Supplier's works		
1.6.1	Supplier's own inspection and testing of cylinders.	Supplier to inform BHEL for deputing BHEL Engineer after testing the cylinders.	Vendor to Confirm
1.6.2	Inspection by BHEL Engineer:	<ol style="list-style-type: none"> a) Dimension verification b) The performance of the cylinder in assembled condition c) Proof pressure testing for a pressure of 315 bar with a holding time of minimum 3 minutes, keeping the piston at its mid stroke as per the test procedure described in Indian Standard IS-10585: 2002. 	Vendor to Confirm

		<p>d) Hardness and chrome plating thickness & surface finish values</p> <p>e) Weldments testing by MPI / LPI.</p> <p>f) If required, the cylinders should be offered for inspection in dismantled condition for witnessing the seals and its arrangements.</p>	Vendor to Confirm
1.6.3	Documents (Test certificates) to be provided for verification during Inspection at supplier's works:	<p>a) Material composition of cylinder and piston rods</p> <p>b) Hardness and chrome plating thickness & surface finish values</p> <p>c) The radiography films for all weldments.</p>	Vendor to Confirm
1.7.0	General Points:		
1.7.1	Pressure test facility:	The vendor should provide all the facilities including hydraulic oil for pressure testing the cylinders at supplier's works	Vendor to Confirm
1.7.2	Painting:	The outside surface of the cylinder shall be painted with 2 coats of primer & 2 coats of apple green paint and outer barrel locating diameter shall be coated with rust preventive coating before dispatch.	Vendor to Confirm

CAPITAL PURCHASE

COMMERCIAL TERMS AND CONDITIONS

1.0 QUOTATIONS

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

Envelope I : This sealed envelope should contain the required EMD amount of Rs 1 Lakh.

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

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

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

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

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

**SENIOR MANAGER / CAPITAL PURCHASE / MFG
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 :

- 2.1.1. Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- 2.1.2. Point by point confirmation for the Technical Specification enclosed to be provided. If there are any deviation, the same should be clearly specified. Offers received without confirmation to our specification will be liable for rejection.
- 2.1.3. List of customers to whom same or similar equipment have been supplied along with performance certificates to be enclosed.
- 2.1.4. Relevant catalogues to be attached
- 2.1.5. List of spares parts (with part numbers) for two years operation and maintenance should be attached.
- 2.1.6. Information on shipping weight and cubage (length, width & height) to be provided.

2.2 **Commercial**

This part shall include / indicate the following :

- 2.2.1. Station of despatch
- 2.2.2. Terms of payment
- 2.2.3. Taxes & duties applicable.
- 2.2.4. Delivery Schedule
- 2.2.5. Offer validity
- 2.2.6. A copy of "Un-Priced Part III" i.e., a copy of the Price Bid **without the price details** to be enclosed.



3.0 PART III (PRICE- BID)

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

4.0 OPENING OF TENDERS

The part I – EMD would be opened on the tender opening date and if EMD is not furnished the offer will be duly rejected.

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

The Part III - 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 III - price bid.

5.0 GENERAL

5.1. Incomplete offers will not be considered.

5.2. **Fixed price:** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.

5.3. **Bid currency:** Bidders should submit the prices only in Indian Rupees.

5.4. **Terms of Delivery:** Bidders are required to quote their best delivery period. Bidders should submit their offer for **FOR Despatching station**.

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 & TNGST No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our T.N.G.S.T No. 356005 Dt. 04-04-1995, C.S.T. No. 239383 dt. 11-06-1991 and TIN NO.33243560005..

5.6. **Validity :** The offers for main equipment and spares shall be kept open for acceptance for **120 days (one hundred and twenty days)** from the date of opening of the tender (Part I).

5.7. **Terms of Payment :**

5.7.1. **Indian Bidders**

5.7.1.1. The preferred payment terms are indicated below :

SUPPLY PORTION:

5.7.1.2. 100% payment, within 45 to 90 days, after receipt / acceptance / commissioning of equipment at BHEL, Tiruchi. or

5.7.1.3 80% value of the goods will be paid within 45 to 90 days against dispatch documents negotiated through bank. Balance 20% against submission of supplementary invoice will be paid on acceptance / commissioning of goods and also against remittance of required Security Deposit to BHEL in accordance with the terms of the Contract.

All bank charges are to vendor's account only.

ERECTION & COMMISSIONING PORTION:

5.7.1.4 100% of the Erection / commissioning charges (in case contract involves erection/commissioning) shall be paid only on completion of such erection / commissioning at BHEL and also against remittance of required Security Deposit to BHEL in accordance with the terms of the Contract.

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5.8 Liquidated damages: It is clearly understood among the parties to the contract the “**Time is the essence of the contract**”. Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified the purchaser will have no obligation to accept the goods. If accepted liquidated damages at the rate of 1/2% of the value of goods delayed for each week of delay subject to a maximum of 15% of the order

value will be levied. Liquidated damages @ ½% per week subject to a maximum of 15% of the Erection Charges shall be applicable for delay in the Period for completion of the Retrofitting / Reconditioning work

5.9 Risk purchase : Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.

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

5.11 Cenvat credit: If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tenderer is availing CENVAT credit for his input materials, the effect of proforma credit should be passed on to the purchaser.

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

5.13 Purchase preference will be given to CPSUs as per Government guidelines.

5.14 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.

For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail sdharma@bheltry.co.in

CAPITAL PURCHASE / MM / FB
Bharat Heavy Electricals Limited, Trichirapalli – 620 014
(To be filled and submitted alongwith Technical Bid)

SI.No	BHEL Commercial Terms and Conditions	Vendor's acceptance
	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. An unpriced copy shall be submitted alongwith technical bid wherein the applicable Taxes and Duties shall be clearly specified.	
	Prices shall be quoted on " FIRM PRICE " basis only.	
	Validity of offer shall be for a minimum period of 120 days from the date of Tender opening	
	Delivery period (for supply portion) from the date of Letter of Intent shall be clearly mentioned in the offer.	
	Period for completion of the Retrofitting / Reconditioning work at BHEL shall be clearly specified in the offer	
	Liquidated damages @ ½% per week subject to a maximum of 15% of the order value shall be applicable for delay in deliveries for supply portion.	
	Liquidated damages @ ½% per week subject to a maximum of 15% of the Erection Charges shall be applicable for delay in the Period for completion of the Retrofitting / Reconditioning work	
	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 (or) 18 months from the date of dispatch whichever is later with an additional claim period of 2 months. This PBG shall form one of the documents for effecting payment. The PBG shall be submitted in non-judicial stamp paper value of not less than Rs.80/- issued by any one of the following banks who is a member bank in our consortium of banks. 1) State Bank of India, 2) State Bank of Hyderabad, 3) State Bank of Travancore, 4) State Bank of Mysore, 5) Canara bank, 6) Bank of Baroda, 7) Punjab National bank, 8) Deutsche Bank, 9) HDFC Bank, 10) Standard Chartered Bank, 11) Citi Bank, 12) Standard Chartered Grindlays Bank 13) Bank of America and 14) Any one of the Nationalised banks.	

	<p>Payment terms for supply portion:</p> <ul style="list-style-type: none"> • 100% payment will be made within 45 to 90 days after receipt and acceptance / commissioning of goods at BHEL. (or) • 80% value of the goods will be paid within 45 to 90 days against dispatch documents negotiated through bank. Balance 20% will be paid within 45 to 90 days from the date of acceptance / commissioning of goods against submission of supplementary invoice and also against submission of PBG for 10% of Order value with required validity. <p>All bank charges are to vendor's account only.</p>	
	<p>Payment terms for Erection / commissioning charges: 100% of the Erection / commissioning charges (in case contract involves erection/commissioning) shall be paid only on completion of such erection / commissioning at BHEL and also against remittance of required Security Deposit to BHEL in accordance with the terms of the Contract.</p>	
	<p>The equipment shall be guaranteed for a period of 24 months from the date of commissioning.</p>	
	<p>All Equipments / Services including concerned Personnel for carrying out the erection and commissioning of the Equipment shall be arranged by the vendor. If any Service is availed from BHEL, it is only on chargeable basis unless otherwise specified.</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>Offers should be submitted only in sealed cover superscribing clearly the Enquiry reference and due date.</p>	

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.

Signature & Office seal of the vendor

BHEL ENQUIRY NO & DATE

VENDOR OFFER REF NO & DTAE

MODEL PRICE BID FORMAT FOR INDIGENOUS VENDORS

S.No.	Description of Item	Unit	Qty	Rate	Value
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	Ex-work Value	:			
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	Packing & Forwarding Charges, If any	:			
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	FOR /Dispatching Station value Rs.	:			
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	% Of Excise Duty (extra or inclusive)	:			
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	% Of TAX (TNGST with FORM-17 or CST with C-FORM)	:			
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	% Of TAX (TNGST without FORM-17 or CST with C-FORM)	:			
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	% Of Any other Tax applicable other than the above	:			
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	Approximate Freight charges Rs.	:			
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	Approximate Transit Insurance charges Rs.	:			
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	Approximate Gross Weight, Net. Weight & Dimensions of the Consignment	:			
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Signature & Seal of Vendor

NOTE: The Price bid should submitted strictly in line with the above FORMAT.

CBF113427



COMMERCIAL TERMS AND CONDITIONS

1.0 QUOTATIONS

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

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

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

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

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

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

**SENIOR GENERAL MANAGER / CAPITAL PURCHASE / MM / FB
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 :

- 2.1.1. Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- 2.1.2. Point by point confirmation for the Technical Specification enclosed to be provided. if there are any deviation, the same should be clearly specified. Offers received without confirmation to our specification will be rejected.
- 2.1.3. List of customers to whom same or similar equipment have been supplied along with performance certificates to be enclosed.
- 2.1.4. Relevant catalogues to be attached
- 2.1.5. List of spares parts (with part numbers) for two years operation and maintenance should be attached.
- 2.1.6. Information on shipping weight and cubage (length, width & height) to be provided.
- 2.1.7. Incase of foreign bidder offer, the Principal's technical offer should be enclosed.

2.2 Commercial

This part shall include / indicate the following :

- 2.2.1. Port of shipment / Station of despatch
- 2.2.2. Terms of payment
- 2.2.3. Taxes & duties applicable.
- 2.2.4. Delivery Schedule
- 2.2.5. Offer validity
- 2.2.6. Country of origin

CONT....2

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

3.0 **PART II (PRICE- BID)**

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

4.0 **OPENING OF TENDERS**

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

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

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

5.0 **GENERAL**

- 5.1. Incomplete offers will not be considered.
- 5.2. **Fixed price:** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
- 5.3. **Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their home currency.
- 5.4. **Terms of Delivery:** Bidders are required to quote their best delivery period. Foreign Bidders should submit their offer for net **FOB Nearest Sea / Air Port**. Indian Bidders should submit their offer for **FOR Despatching station**.
- 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 & TNGST No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our-T.N.G.S.T No. 356005 Dt. 04-04-1995, C.S.T. No. 239383 dt. 11-06-1991.
- 5.6. **Validity :** The offers for main equipment and spares shall be kept open for acceptance for **120 days (one hundred and twenty days)** from the date of opening of the tender (Part I).
- 5.7. **Terms of Payment :**
- 5.7.1. **Indian Bidders**
- 5.7.1.1. The preferred payment terms are indicated below :
- 5.7.1.2. 100% payment, within 45 to 90 days, after receipt / acceptance / commissioning of equipment at BHEL, Tiruchi, against 10% Performance Bank Guarantee on total order value. or
- 5.7.1.3. 80% payment against documents through bank within 45 to 90 days, (after pre-despatch inspection) and balance 20% payment after receipt / acceptance / commissioning of the equipment against 10% Performance Bank Guarantee on total order value.
- 5.7.2. **Foreign Bidders**
- An Irrevocable Letter of Credit shall be established for 80% of the value of the goods. Balance 20% shall be paid on receipt / acceptance / commissioning of the goods at BHEL against 10% Performance Bank Guarantee on total order value. All bank charges outside India are to Vendor's account.
- 5.8. **Performance Bank Guarantee (PBG):** The Bidder, in the event of an order, should furnish a bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a proforma prescribed by BHEL, alongwith the order, for an amount equivalent to **10% (Ten percent)** of the value of the contract. The PBG shall be valid for period of 18 months from the date of despatch or **12 months** from the date of receipt / acceptance / commissioning of the equipment at BHEL, Tiruchi which ever is more, with a claim period of two months.

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- 5.9. **Liquidated damages** : It is clearly understood among the parties to the contract the " **Time is the essence of the contract** ". Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified the purchaser will have no obligation to accept the goods. If accepted liquidated damages at the rate of 1/2% of the value of goods delayed for each week of delay subject to a maximum of 15% of the order value will be levied.
- 5.10. **Risk purchase** : Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.
- 5.11. **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.
- 5.12. **Test certificates / Operating and Maintenance manuals** : The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.
- 5.13. **Modvat credit** : (for Indian Bidders only) If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for his input materials, the effect of proforma credit should be passed on to the purchaser.
- 5.14. **Packing and marking** : The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
- 5.15. **Indian agents representing Foreign Manufacturer**: Indian agents representing foreign manufacturer should enclose with their offer the letter from their Principal authorising the Indian agent to submit the offer on the Principal's behalf. However the original offer should be directly from the Principal. In case the Indian agent submits offer on their Letter head then a cover letter (in original) from the Principal should be enclosed, clearly mentioning that they are bound by the offer submitted by the Indian agent on their behalf.
- 5.16. Purchase preference will be given to CPSUs as per Government guidelines.
- 5.17. 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.

For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail sdharma@bheltry.co.in

CBF113427



BHARAT HEAVY ELECTRICALS LIMITED, TRICHIRAPALLI – 620 014**CAPITAL PURCHASE/MM/MFG****(To be filled and submitted along with Offer)**

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

NOTE:-

- It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.
- The prices are to be offered only on FOB/FCA basis, inclusive of Packing & Forwarding charges if any.
- Your specific acceptance to our **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

VNDOR OFFER REF NO & DTAE

MODEL PRICE BID FORMAT FOR FOREIGN VENDORS

S.No.	Description of Item	Unit	Qty	Rate	Value
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	Ex-work Value	:			
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	Packing & Forwarding Charges, If any	:			
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	FOB /FCA Charges, if any	:			
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	FOB Value	:			
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	Approximate Freight Charges	:			
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	Approximate Transit Insurance Charges	:			
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	Approximate Gross Weight, Net. Weight & Dimensions of the Consignment	:			
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Signature & Seal of Vendor

NOTE: The Price bid should submitted strictly in line with the above FORMAT.

