



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

CAPITAL EQUIPMENT/MATERIALS MANAGEMENT

| | |
|---|--|
| TITLE WELDING POWER SOURCE | Phone: +91 431 257 7091/257 7343 Fax : +91 431 252 0719 Email : kp@bheltry.co.in |
|---|--|

| | | | |
|--|---|---|---|
| | Reference Number: Enquiry 2630900062 | Enquiry Date: 07.08.09 | Due date for submission of quotation: 14.09.09 |
| 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 | | | |

BHEL/Trichy is looking for **WELDING POWER SOURCE**

| | |
|--|---|
| BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units) Bharath Heavy Electricals Limited) under enquiry reference “2630900062 ” | |
| Tenders should reach us before 14:00 hours on the due date Technical bid 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 Bharath Heavy Electricals Limited Sr Manager / Capital Equipment |



ENQUIRY
(INDIGENOUS)

429-002/A

BHARAT HEAVY ELECTRICALS LIMITED

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

PHONE : 2577091
GRAMS : BHARATELEC
FAX NO: 2520719
E-mail: kp@bheltry.co.in
Web:

Page
1/2

| Enquiry No | Enquiry Date | Due Date for Quotation |
|---|--------------|------------------------|
| 2630900062 | 07.08.2009 | 14.09.2009 |
| 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 | Welding Power Sources (Specification enclosed) Welding Power Sources | NO | 11.000 | 11.00 | 30.01.10 |

General Note:

COMMERCIAL TERMS AND CONDITIONS

Bhel commercial terms & conditions with Price Bid and Bank Guarantee formats along with technical specifications can be download 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 "2630900062".

1.,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.

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

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

R. Kannikar

MANAGER / PURCHASE
(FOSSIL BOILERS)

R. KANNIKAPARAMESWARI
Sr. Manager
Capital Equipment / MM
BHEL, Tiruchirappalli - 620 014.



BHARAT HEAVY ELECTRICALS LIMITED

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

PHONE : 2577091
GRAMS : BHARATELEC
FAX NO: 2520719
E-mail: kp@bheltry.co.in
Web:

Page
2/2

2630900062 / 07.08.2009

3. DETAILED CATALOGUE AND DRAWINGS SHOULD BE SENT ALONG WITH YOUR TECHNICAL OFFER.

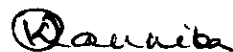
Enclosures:

"LD clause has to be confirmed without fail."

"Payment to vendors will be made only thro E-Payment mode"

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)

R. KANNIKPARAMESWARI

Sr. Manager

Capital Equipment / MM
BHEL, Tiruchirappalli - 620 014.

Enq no: 2630900062 dt: 07.08.09

PART A

QUALIFYING CRITERIA FOR THE SUPPLY OF INVERTER CONTROLLED GENERAL PURPOSE WELDING POWERSOURCES - 500 Amps.

SECTION - I

The BIDDER / VENDOR has to necessarily provide the following details, for making an assessment of the firm's capability and competency: [The BIDDER is expected to give complete details against each clause in the table given below and wherever necessary an additional sheet may be attached (giving clear reference number) to cover the required details]

| S. No. | PARTICULARS | VENDOR's RESPONSE |
|---------------|---|--------------------------|
| 1.0 | Number of Years of Experience of the BIDDER/ VENDOR in the field of design, manufacture and supply of 'INVERTER CONTROLLED WELDING MACHINES' for Heavy Duty SMAW Welding Applications | |
| 2.0 | Number of Welding Machines (as per Clause 1.0) supplied till date, in the following category a) up to 500 Amps. rating and b) above 500 Amps. rating [both cases with 60 % Duty Cycle] | |
| 3.0 | YEAR of LAUNCH of the MODEL quoted against this ENQUIRY | |
| 4.0 | Welding Powersources manufactured in countries like CHINA, KOREA, TAIWAN, SINGAPORE, MALAYSIA, HONGKONG, etc. are not acceptable. Bidder has to give certificate / undertaking for the COUNTRY of MANUFACTURE for the Welding Powersource, which is offered / quoted. | |
| 5.0 | Number of 'Inverter Controlled Manual Welding Machines' supplied, till date in the QUOTED MODEL | |
| 6.0 | Number of 'Inverter Controlled SMAW Welding Machines - 500 Amps. Rating with 60 % Duty Cycle' supplied and commissioned till date for the following category of CUSTOMERS a) Heavy Engineering Fabricators b) Foundry & Mining Sector c) Ship Building Companies | |
| 7.0 | Details of Design Set-Up and Technology Back-Up (R & D Centre) assured for the PRINCIPAL Equipment Field | |

| S. No. | PARTICULARS | VENDOR'S RESPONSE |
|--------|--|-------------------|
| 8.0 | Details on International Standards followed in Design and Testing of Welding Machines [Copy of English Version of Standards / Design Codes followed shall be furnished with the Technical Offer] | |
| 9.0 | Comprehensive Details, on Performance Testing of Welding Machines quoted, to be furnished with the Technical Offer. | |
| 10.0 | Details of Quality System followed (Furnish the salient aspects of the Quality Assurance System followed) | |
| 11.0 | Details on SERVICE-AFTER-SALES Set-Up in India including the Addresses of Agents / Service Centres in India; to be furnished compulsorily. | |
| 12.0 | Any Additional Data to supplement the manufacturing capability of the BIDDER | |
| 13.0 | BIDDER to indicate the Country of Origin [source of supply of welding machines]. Equipment manufactured in Countries like TAIWAN, CHINA and KOREA are not acceptable. | |

SECTION - II

The BIDDER has to compulsorily meet the following requirements to get qualified for submitting an offer for the Inverter Controlled SMAW Welding Machine .

| S. No. | REQUIREMENTS | VENDOR'S COMMENTS |
|--------|--|-------------------|
| 14.0 | The BIDDER / VENDOR shall have a minimum of TEN Years of Continuous Experience in the Design, Manufacture & Supply of Inverter Controlled SMAW Welding Machines. | |
| 15.0 | The BIDDER / VENDOR shall have supplied a minimum of 20 number of Inverter Controlled SMAW Welding Machines with rating 400 Amps. (@ 60 % Duty Cycle) and above to Customers in India. Indicate the number of such welding machines sold in India, till date. | |
| 16.0 | Reference List of Customers and Performance Certificate from CUSTOMERS [preferably Heavy Engg. Companies] with full contact details of CONTACT PERSON, who are the End Users of the MODEL (given under Clause No.15.0) of Inverter Controlled SMAW Welding Machines. | |

SECTION – III

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 |
|--------------|--|----------------------------|
| 17.0 | The BIDDER shall submit the offer in TWO PARTS - Technical [with PART A & PART B] & Commercial and Price Bid. | |
| 18.0 | 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 'CONFIRMED' or 'COMPLIES' or 'YES' or 'NO-DEVIATION' or similar words in the technical comparative statement may lead to disqualification of the Technical Offer. | |
| 19.0 | The BIDDER shall assure a continuous support for SPARES and SERVICE for TEN Years, from the date of commissioning of the equipment at BHEL Works. | |
| 20.0 | The Technical Offer shall be supported by Product Catalogue and Data Sheets in ORIGINAL and complete technical details / literature on the QUOTED MODELS of Welding Powersources | |
| 21.0 | 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 | |
| 22.0 | The reference List of Customers (for whom the OFFERED Model of Powersource is supplied) given, shall be compulsorily accompanied with the details (Phone Number /E-Mail ID) of the CONTACT PERSON for cross reference by BHEL | |
| 23.0 | The BIDDER may give details [like MAKE, MODEL, YEAR of SUPPLY, Specifications] on supply of similar welding machines for any of MANUFACTURING UNITS of BHEL [Bharat Heavy Electricals Limited]. | |
| 24.0 | In case of preliminary qualification of the OFFERED MODEL, the BIDDER has to demonstrate the capability of OFFERED POWERSOURCE at BHEL/TRICHY Works, at the cost of the BIDDER, within 15 Days. | |
| 25.0 | Earlier performance & field experience (service support) with BHEL (if any) will be a reckoning factor for the technical qualification of the OFFER. | |

PART B

TECHNICAL SPECIFICATIONS FOR INVERTER CONTROLLED GENERAL PURPOSE WELDING POWERSOURCES [500 AMPS.]

| AA. APPLICATION : | | | |
|---|--|------------------------|-------------------|
| S.No. | FEATURES/BHEL SPECIFICATION | OFFER BY BIDDER | DEVIATIONS |
| 1.1.0 | The proposed Welding Machine is intended for use with Manual Arc Welding Process for Radiographic Quality Welds like Butt Joints, Fillet Welds, and Double Groove Welds coming in High Pressure Vessels using ϕ 2.5 mm to ϕ 6.3 mm basic coated stick electrodes . | | |
| 1.2.0 | The Offered Welding Machine shall be PORTABLE in Nature and a CONSTANT CURRENT DC Powersource. | | |
| BB. MACHINE CONFIGURATION : [The scope of supply shall consist of the following, for each machine] | | | |
| S.No. | FEATURES/BHEL SPECIFICATION | OFFER BY BIDDER | DEVIATIONS |
| 2.1.0 | Welding Powersource with Transport Trolley and Wheels | | |
| 2.2.0 | Control Unit Integrated with Powersource (for Hot Start & Arc Dynamics Control) | | |
| 2.3.0 | Hand Operated Remote Control Unit for Current Variation | | |
| 2.4.0 | Set of Inter-Connecting Cables, Adapters , etc. | | |
| 2.5.0 | Welding Cable and Welding Holder (multiples of 5 mtrs. in length) | | |
| 2.6.0 | Return Current Cable with Screw Type Earth Clamp. | | |
| 2.7.0 | Electrical & Mechanical Spares for Powersource & Control Unit | | |
| 2.8.0 | Operation & Maintenance Manuals – Three Copies per Machine | | |
| 2.9.0 | Commissioning of Equipment and Performance Prove-out of the offered equipment at BHEL Works, by Supplier's Representative, free of cost. | | |

| CC. EQUIPMENT SPECIFICATION : POWERSOURCE FEATURES | | | |
|--|-------------------------------------|---|-----------------|
| S.No. | FEATURES | DETAIL SPECIFICATION | OFFER BY BIDDER |
| 3.1.0 | Type | Powersource shall be Inverter Controlled with IGBT and capable of delivering a smooth Constant Direct Current (in DCEP mode), even with a fluctuation of $\pm 10\%$ in the Input Voltage | |
| 3.2.0 | Switching Frequency | BIDDER has to indicate the Switching Frequency of the Inverter Circuit and the make of IGBT used | |
| 3.3.0 | Current Rating | 500 Amps. @ 60 % Duty Cycle OR Around 375 Amps. at 100% Duty Cycle. | |
| 3.4.0 | Operating Range for Welding Current | 25 Amps. to 500 Amps. (with stepless variation) | |
| 3.5.0 | Open Circuit Voltage | BIDDER to mention the Open Circuit Voltage for the offered Powersource [Preferred OCV is above 75 V] | |
| 3.6.0 | Current Setting | The variation in the set value of the welding current to the actual value, shall not exceed 1 %. | |
| 3.7.0 | Current Control | Through the LOCAL VARIATOR [with the help of a 3 inch diameter KNOB] provided in the Front Panel of Powersource and the REMOTE CONTROL Unit. | |
| 3.8.0 | Power Input | 415 \pm 10% V AC, 3 Phase, 50 \pm 2% Hz, through a 3 Wire System [4 th wire for EARTHING] - No Neutral Conductor | |
| 3.9.0 | Input Power Cable | A 10 metre long electric input power cable with protective sheathing to be provided with the powersource. | |
| 3.10.0 | Control Panel Switches | Power ON/OFF, Remote ON/OFF, Voltage & Ampere Control, Hot Start Control, Arc Dynamics Control | |
| 3.11.0 | Voltmeter & Ammeter | Factory Installed Ammeter & Voltmeter on the front panel with easy removal and replacement (i.e., without lifting the top cover of the Welding Powersource) for periodic instrument calibration | |
| 3.12.0 | Arc Strike | Selection for Instantaneous Arc Strike with HOT START for SMAW Process. | |

| CC. EQUIPMENT SPECIFICATION : POWERSOURCE FEATURES | | | | [...contd.....] | |
|--|---|--|--|-----------------|--|
| S/No. | FEATURES | DETAIL SPECIFICATION | OFFER BY BIDDER | DEVIATIONS | |
| 3.13.0 | Arc Dynamics Control - Electronic Inductance Variable Control | To minimise spatter and optimise weld-bead wetting action, during welding of materials special materials like Stainless Steel, T 91/P 91, Inconel, in addition to Carbon and Low Alloy Steels. | | | |
| 3.14.0 | Insulation | Class "H" - to suit Tropical Working Conditions | | | |
| 3.15.0 | Machine Protection | IP 23 - Degree of Protection | | | |
| 3.16.0 | Machine Cooling | The Powersource shall feature a 'state of art' forced air cooling system that ensures adequate cooling of the components while preventing dust and metal particles from being drawn in. | | | |
| 3.17.0 | Functional / Elemental Design Protection | <p>a) Inbuilt protection for the IGBT/Powersource against Thermal / Overload / Short-Circuit / Single or Two Phase Power Input Conditions.</p> <p>b) All PCBs shall be sprayed with mould coating to prevent damage from dust and grinding particles.</p> <p>c) Machine Design to ensure proper earthing for the machine and its peripherals</p> | [BIDDER has to specifically furnish technical details on how these protective measures are addressed in the Machine Design] | | |
| 3.18.0 | EMI Suppression | <p>a) Powersource shall be equipped with a suitable Filter Network connected to the INPUT Power Line, to prevent propagation of EMI either into or out of the Powersource.</p> <p>b) All metal enclosures and internal shields shall prevent radiated EMI.</p> <p>c) BIDDER has to elaborate the DESIGN FEATURES to meet the above requirements.</p> | | | |
| 3.19.0 | Portability | Under-Carriage with hard rubber lined wheels for portability of the powersource by manual pushing | | | |
| 3.20.0 | Ambient Conditions | Temperature upto + 50 ° C ; Humidity upto 90 % but both upper limits do not occur simultaneously. | | | |

| CC. EQUIPMENT SPECIFICATION : POWERSOURCE FEATURES | | | | [....contd.....] |
|--|--|---|-----------------|------------------|
| S.No. | FEATURES | DETAILS SPECIFICATION | OFFER BY BIDDER | DEVIATIONS |
| 3.21.0 | Load Compensation | Output variation due to line voltage fluctuation, cable heating or drift due to the use of long cable, [20 metres long welding cable] to be eliminated. | | |
| 3.22.0 | Electrode Holder & Return Current Connection | Heavy Duty rugged LUG type terminals to connect 50 mm ² Welding Cable for SMAW Electrode Holder and Return Current Cable for SMAW Process | | |
| 3.23.0 | Welding Current Cable | SMAW Welding (current) Cable, 20 mtrs. in length, with one end connected to the Powersource and the free end provided with a FEMALE Connector to connect a MALE Connector with 50 mm ² Cable of the Manual Welding Electrode Holder. | | |
| 3.24.0 | Return Current Cable | Welding Current RETURN Cable , 20 mtrs. in length, with one end connected to the Powersource and the other end provided with a Screw Type Earth Clamp | | |
| 3.25.0 | Power Rating | BIDDER to indicate the Maximum Power Rating [in kVA] of the Powersource and the NO-LOAD Power Consumption in Watts. | | |
| 3.26.0 | Power Source Model | To Specify the Model of Powersource Offered | | |
| | | | | |
| DD. EQUIPMENT SPECIFICATION : REMOTE CONTROL UNIT FEATURES | | | | |
| S.No. | FEATURES | DETAILS SPECIFICATION | OFFER BY BIDDER | DEVIATIONS |
| 4.1.0 | Application | For welding current variation from a distant work place, in addition to that provided in the front panel of the welding powersource. | | |
| 4.2.0 | Type | Hand Operated with 10 mtrs. long control cable with end quick-fix end connectors | | |
| 4.3.0 | Current Control | Stepless Variation of Welding Current | | |
| 4.4.0 | OPTIONAL REMOTE CONTROL UNIT | To quote for a suitable Remote Control Unit , which operates on Wire-Less (Cord Less) mode. | | |

| EE. SPARES : | | | |
|--------------------------------|---------------------|---|------------------------|
| S.No. | ITEMS | BHEL SPECIFICATION | OFFER BY BIDDER |
| 5.1.0 | Power Source | All type of Spare Parts including the following items : a. IGBT Kit b. All Types of Fuses c. Control – Transformers d. Printed Circuit Boards / PCBs – All Types e. Rectifiers, Thermistors, Capacitors f. Switches and Knobs g. Cooling Fan Motor h. Ammeter & Voltmeter i. Potentiometer j. Relays & Timers k. Receptacles l. Control Cable with End Connectors n. Filters o. Welding & Return Cable Connectors are to be COMPULSORILY QUOTED (with Unit Rate) for one powersource required for 2 years of operation on THREE shift basis for 365 Days in an year. | |
| 5.2.0 | Remote Control Unit | Complete Set of Remote Control Unit and its Spares like Knob, Potentiometer, etc. to be OFFERED | |
| FF. O & M MANUALS : | | | |
| S.No. | PARTICULARS | BHEL SPECIFICATION | OFFER BY BIDDER |
| 6.1.0 | No. of Copies | 3 (Three) for Each Machine | |
| 6.2.0 | Language | English | |
| 6.3.0 | Soft Copy | One SOFT COPY in DC-ROM is to be given for each machine, containing the details mentioned under Clause Sl. No. FF./6.4.0 | |

| FF. O & M MANUALS : | | | [.....contd.....] | |
|---------------------|------------------|---|--------------------|------------|
| S.No. | PARTICULARS | BHEL SPECIFICATION | OFFER BY BIDDER | DEVIATIONS |
| 6.4.0 | Manual Details : | <p>a. Manual shall contain all instructions for machine installation and welding trial testing, in sequence.</p> <p>b. Manual to give general circuit diagrams, showing the interconnection of various elements and also details on PCBs [Printed Circuit Board] like tapping voltages, main electronic elements' specifications and ratings, etc.</p> <p>c. Manual to give other details like trouble shooting chart, weld parameters selection for various base metals, etc.</p> <p>d. Master List of Parts & Spares used in the machine with Make, Model, Rating, etc.</p> | | |

| GG. GENERAL POINTS : | | | | |
|----------------------|---------------|--|-----------------|------------|
| S.No. | PARTICULARS | BHEL SPECIFICATION | OFFER BY BIDDER | DEVIATIONS |
| 7.1.0 | Inspection | <p>a. The welding machines shall be offered for inspection by BHEL Engineers at supplier's works for performance evaluation prior to despatch.</p> <p>b. Welding Trials are to be taken on 20 mm thick Plate Butt Joints with ϕ 2.5, 3.15, 4.0 and 5.0 mm SMAW Electrodes of Class E 7018-1 and E-9018-B3.</p> | | |
| 7.2.0 | Commissioning | The equipment shall be commissioned, free of cost by the supplier's representative at BHEL Works. | | |
| 7.3.0 | Training | The Supplier's SERVICE ENGINEER shall give training in the Operation and Maintenance (mainly on electric/electronic troubleshooting) of the Machine for BHEL Staff, after the successful commissioning of the Welding Machines | | |

| GG. GENERAL POINTS : | | [.....contd.....] | | |
|----------------------|------------------------------|---|-----------------|------------|
| S.No. | PARTICULARS | BHEL SPECIFICATION | OFFER BY BIDDER | DEVIATIONS |
| 7.4.0 | Guarantee | The machine shall be guaranteed for a minimum of 24 (twenty-four) months from the date of commissioning & performance prove-out at BHEL. | | |
| 7.5.0 | Bought-Out Items | a) The Bought-Out Items - like Motors, IGBTs, ICs, Relays, Contactors, Switches, Electronic Elements, etc., used in the Powersource & Control Unit shall be of Internationally Reputed Manufacturers only. (Motors and IGBT procured from China, Taiwan, Honkong, Korea, Singapore, etc. are not acceptable). b) BIDDER has to furnish the MAKE of Bought-Out Items proposed to be used in the Welding Machine, with the OFFER . | | |
| 7.6.0 | Service Back-Up | The BIDDER has to furnish the Details of the INDIAN AGENT and CONTACT ADDRESS of the nearest SERVICE CENTRE, for reporting the Machine Break-Down. | | |
| 7.7.0 | Complete Machine Replacement | The BIDDER has to CONFIRM the supply of replacement machine in case of prolonged break-down of the welding machine during the guarantee Period. | | |



An ISO 9001 Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli-620014, Tamil Nadu, India

MM/CAPITAL EQUIPMENT/MODERNISATION

BHEL 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

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.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL 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. BHEL 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. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" 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) 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 BHEL 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 BHEL as per prevailing procedure.
11. In case BHEL 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 BHEL shall be opened as per BHEL's standard practice.
12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction

(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 WARRANTY PERIOD)

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 Tiruverumbur, 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 conditions of the contract. We(indicate the name of the bank) (herein after referred to as the bank) at the request of (Contractor(s)) do hereby undertake to pay the company an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

2. We(indicate the name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We(indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. (I) Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.
- (ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.
6. We(indicate the name of Bank), further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension-being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.
9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirapalli.
10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the 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

BANK E-MAIL ID:

BANK PHONE NO

BANK FAX NO

Bharat Heavy Electricals Limited, Trichirapalli – 620 014

(To be filled and submitted along with offer)

BHEL Enquiry No. 2630900062

Date : 07.08.2009

| BHEL Commercial Terms and Conditions for INDIGENOUS SUPPLIES | Vendor's Confirmation / Comments (To be furnished along with offer copy (or) Technical Bid Copy (Part No - I) |
|--|---|
| Technical confirmation to BHEL's Specification as called for in BHEL Format shall be furnished. If needed additional sheets shall be used. | |
| Prices shall be quoted item wise only as per the model format enclosed. | |
| Prices shall be quoted on " FIRM PRICE " basis only. The prices should be only on F.O.R / Despatching station basis inclusive of Packing & Forwarding charges if any. Applicable percentage of ED & Sales Tax (VAT) should be clearly indicated. | |
| 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. | |
| 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. | |
| Payment terms for supply portion: <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 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 commissioning / acceptance of goods against submission of supplementary invoice and also against submission of PBG for 10% of Order value with required validity. All bank charges are to vendor's account only. | |
| NOTE: 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). | |

Contd.....2

| | |
|---|--|
| Erection / commissioning: Erection / commissioning shall be done at free of cost. | |
| The equipment shall be guaranteed for a period of 12 months from the date of commissioning. | |
| 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. | |
| Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, Trichy basis. | |
| 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 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 | | | |
|---|---|--|------------|-------------------|--------------------|
| 2630900062 & C7.08.2009 | | | | | |
| MODEL PRICE BID FORMAT FOR INDIGENOUS VENDORS | | | | | |
| Sl 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: | | | | | |
| The Price Bid should be submitted strictly in line with the above FORMAT | | | | | |

MM : CAPITAL EQUIPMENT

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

BHEL Enquiry No. 2630900062

Date : 07.08.2009

| BHEL Commercial Terms and Conditions for IMPORT SUPPLIES | | Vendor's Confirmation / Comments |
|---|--|--|
| Technical confirmation to BHEL's Specification as called for in BHEL Format shall be furnished. If needed additional sheets shall be used. | | To be furnished along with offer (or) Technical Bid – Part No. I |
| Prices shall be quoted item wise only as per the model format enclosed. | | |
| 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 **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 | |
| 2630900062 & 07.18.2009 | | | |
| MODEL PRICE BID FORMAT FOR IMPORT VENDORS | | | |
| Sl No. | Description | Unit | Qty |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| | Total Ex-works Value in currency | | |
| | Add Packing & Forwarding Charges if extra | | |
| | OR FOB /FCA Charges if extra | | |
| | FOB / FCA Value in Currency | | |
| | Approximate Freight Charges in Currency | | |
| | Approximate Transit Insurance Charges in Currency | | |
| | Installation / Commissioning Charges in Currency | | |
| | (If extra applicable) | | |
| | % Service Tax (if extra applicable) | | |
| | Consignment Package Details | | |
| | Approximate Net / Gross Weight in Kgs | | |
| | Dimension of Consignment | | |
| | | Signature & Seal of Vendor | |
| NOTE: | | | |
| The Price Bid should be submitted strictly in line with the above FORMAT | | | |

MM:CAPITAL EQUIPMENT

COMMERCIAL TERMS AND CONDITIONS

1.0 QUOTATIONS

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

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

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

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

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

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

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

Contd 2/-

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

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

2.0 PART I (TECHNICAL & COMMERCIAL BID)

2.1 Technical

This part shall include / indicate the following :

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

2.2 Commercial

This part shall include / indicate the following :

- 2.2.1. Port of shipment / Station of despatch
- 2.2.2. Terms of payment
- 2.2.3. Taxes & duties applicable.
- 2.2.4. Delivery Schedule

Contd 3/-

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

3.0 PART II (PRICE- BID)

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

4.0 OPENING OF TENDERS

The Part I - Technical & commercial bid alone would be opened on the Tender opening date. The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date. Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid.

5.0 GENERAL

- 5.1. Incomplete offers will not be considered.
- 5.2. **Fixed Price:** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
- 5.3. **Bid Currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their home currency.
- 5.4. **Terms of Delivery:** Bidders are required to quote their best delivery period. Foreign Bidders should submit their offer for net FOB / FCA 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 & VAT / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties.

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

5.7. **Terms of Payment :**

5.7.1. **Indian Bidders**

5.7.1.1. The preferred payment terms are indicated below :

5.7.1.2. 100% payment, within 45 to 90 days, after receipt / acceptance / commissioning of equipment at BHEL, Tiruchi, against submission of 10% Performance Bank Guarantee on total order value.

or

5.7.1.3. 80% payment against documents through bank within 45 to 90 days, (after pre-despatch inspection) and balance 20% payment after receipt / acceptance / commissioning of the equipment 45 to 90 days, 45 to 90 days against submission of 10% Performance Bank Guarantee on total order value.

5.7.2. **Foreign Bidders**

An Irrevocable Letter of Credit shall be established for 80% of the value of the goods. Balance 20% shall be paid on receipt / acceptance / commissioning of the goods at BHEL against submission of Performance Bank Guarantee for 10% on total order value. All bank charges outside India are to Vendor's account.

5.8. **Performance Bank Guarantee (PBG):** The Bidder, in the event of an order, should furnish a bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a proforma prescribed by BHEL, along with the order, for an amount equivalent to 10% (Ten Percent) of the value of the contract. The PBG shall be valid for period of 18 months from the date of dispatch or 12 months from the date of receipt / acceptance / commissioning of the equipment at BHEL, Tiruchi which ever is later with additional claim period of 2 months.

Contd 5/-

The Performance Bank Guarantee shall be obtained from any one of the following banks who is a member bank in our consortium of banks.

- 1) State Bank of India, 2) State Bank of Hyderabad, 3) State Bank of Travancore, 4) State Bank of Mysore, 5) Canara Bank, 6) Bank of Baroda, 7) Punjab National Bank, 8) Deutsche Bank, 9) HDFC Bank, 10) Standard Chartered Bank, 11) Citi Bank, 12) Standard Chartered Grindlays Bank, & 13) Bank of America or any other Nationalised Bank

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

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

5.11. **Indian Agency Commission :** In case of Foreign Bidders, agency commission if any, payable to their Indian Agents, shall shown separately in the Offer. This will be paid by us in India, in Indian Rupees, on satisfactory completion of the Contract. Copies of current Agency Agreement / Authorization Letter in respect of Agency Commission shall be furnished alongwith offer. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of offer will be taken.

NOTE:-

To curb possible manipulation by agents, it is desirable that as far as possible BHP 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 banned agents are not engaged by them in any capacity. An undertaking to this effect should be taken by OEMs and provided for each tender. It is also made it clear that if at any stage it is found that the OEM has appointed an agent who

- a. is banned by BHEL or
- b. is an employee of a banned agent or
- c. is found to be representing more than one OEM in the same tender the OEM (s) shall be disqualified

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

5.13. **Modvat Credit :** (for Indian Bidders only) If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for his input materials, the effect of proforma credit should be passed on to the purchaser.

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

5.15. BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.