ENQUIRYPhone: +91 431 2577049 Fax : +91 431 252 07 19

Email: <csguna@bheltry.co.in>

Web: www.bhel.com

TWO PART BID Enquiry No: Enquiry Date: Due date for submission of TENDER TOBE SUBMITTED 2621000040 15-04-2010 quotation 17-05-2010

You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order. Please note that under any circumstances, both delayed offer and late offer will not be considered. Hence vendors are requested to ensure that the offer is reaching

physically at our office before 14.00 hours of the date of tender opening.

Item	Description of items	Quantity (Nos)	Delivery (Item required at BHEL on)
10	Upper Gr.I Endoscope (Video Gastrointestinal Endoscope) Specification enclosed.	1 No.	25-08-2010
20	Fully Automatic Random Access Analyser (Fully Auto Bio-Chemistry Analyser)—specification Enclosed	1 No.	25-08-2010
30	Computer Radiography with x-ray machine – specification enclosed	1 No.	30-08-2010
40	Elisa Micro Plate Reader – specification enclosed	1 No.	26-07-2010
50	ECG Machine with Defibrillator - Specification enclosed	2 Nos	26-07-2010
60	Pulse Oxymeter - specification enclosed	2 Nos	26-07-2010
70	Volumetric cum Drop Counting Infusion Pump Specification enclosed	2 Nos	26-07-2010

IMPORTANT POINTS TOBE TAKEN CARE DURING SUBMISSION OF OFFER:

- 1) YOU ARE REQUESTED TO QUOTE FOR THOSE ITEM (S) ONLY IN YOUR RANGE OF MANUFACTURE FOR OTHER ITEMS OUT OF RANGE, PLEASE SPECIFICALLY INDICATE IN YOUR OFFER AS "REGRET"
- 2) CHECKLIST TOBE FILLED AND ENCLOSED ALONG WITH THE OFFER FAILING WHICH THE OFFER WILL NOT BE CONSIDERED FOR EVALUATION. THIS IS VERY IMPORTANT.
- 3) DETAILED PRODUCT CATALOGUE SHOULD BE SENT ALONG WITH YOUR TECHNICAL OFFER.
- 4) INSTALLATION AND COMMISSIONING AT FREE OF COST BY THE SUPPLIER TOBE SPECIFICALLY INDICATED IN YOUR OFFER.
- 5) TRAINING SHOULD BE PROVIDED TO BHEL MEDICAL STAFF AFTER INSTALLATIN AND COMMISSIONING OF THE EQUIPMENT AT BHEL HOSPITAL AT TIRUCHY.
- 6) GUARANTEE / WARRENTY PERIOD OF 12 MONTHS FROM THE DATE OF THE COMMISSIONING (OR) 18 MONTHS FROM THE DATE OF DESPATCH (OR) AS INDICATED IN SPECIFICATION OF RESPECTIVE ITEM WHICHEVER IS APPLICABLE.
- 7) FINALISATION OF TENDER WILL BE DONE BASEDON INDIVIDUAL ITEM WISE RANGING.

General Guidelines & instructions and BHEL commercial terms & conditions with Price Bid and Bank Guarantee formats along with technical specifications can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units > Bharat Heavy Electricals Limited page) under Enguiry reference 2621000040.

Tenders should reach us before 14:00 hours on the due date	Yours faithfully,
Tenders will be opened at 14:30 hours on the due date	For BHARAT HEAVY ELECTRICALS LIMITED
Tenders would be opened in presence of the tenderers who	
have submitted their offers and who may like to be present	
	Sr. Manager / Capital Equipment / MM



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(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

Enquiry No: 2621000040 Dtd: 15-04-2010 due on 17-05-2010

SPECIFICATIONS

Item	Description of items	
10	Upper Gr.I Endoscope (Video Gastrointestinal Endoscope)	

Videogastroscope

Field of view should be minimum 140 degree and above.

Depth of field should be from 3 mm to 100 mm minimum.

Insertion tube diameter should be 9.2mm or less

Instrument channel diameter should be 2.8 mm or more.

Working length should be 1030mm and above.

Angulation movement minimum of up 210 degree down 90 degree Right and left 100 degree each.

Scope should have minimum of four remote switches to adjust processor function.

Scope ID function should be available



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(High Pressure Boiler Plant)
Tiruchirappalli — 620014, TAMIL NADU, INDIA
CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

Enquiry No: 2621000040 Dtd: 15-04-2010 due on 17-05-2010

SPECIFICATION FOR VIDEO PROCESSOR AND LIGHT SOURCE FOR VIDEOGASTROSCOPE:

Item	Description of items
	Upper Gr.I Endoscope (Video Gastrointestinal Endoscope)

SPECIFICATION FOR VIDEO PROCESSOR AND LIGHT SOURCE FOR VIDEO GASTROSCOPE.

Video Signal output should have RGB, Y/C, BNC and XGA simultaneous output.

Should have provision for IEEE digital output.

Edge enhancement should be possible even after freezing the image. Should have the provision for enhancement facility of video scope image spectrum with minimum three steps to get the vascular and mucosal pattern.

Should display natural mucosal color tone.

Should have provision for zoom adjustment.

Display should have provision for various image sizes.

Patient data documentation should be possible.

Illumination 150 watts Halogen bulbs with emergency lamp provision

Park Town

Should have provision for air pump.

Should operate in power supply 200-240 volts AC 50 Hz.

Keyboard should be available for the data inputs.

Monitor:

Should be 14/15 inch size lcd .
Should have provision for accepting Y/C, BNC

Power supply 200-240 volts AC 50 Hz



(High Pressure Boiler Plant) Tiruchirappalli - 620014, TAMIL NADU, INDIA

CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

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Item

7

Sample Tray

Enquiry No: 2621000040 Dtd: 15-04-2010 due on 17-05-2010

FULLY AUTOMATED BIOCHEMISTRY ANALYSER

Specification

೩೦ Compact, Fully Automated Random Acess Analyser For 1 **Analyser Type** Clinical Chemistry & Homogenous Immunoassays Open type / should accept all branded reagents. Not less than 400 photometric tests / hr Throughput 2 More than 60 photometric Channels **Test Channels** 3 Absorbence photometry and Turbidimetry Measuring Principles 4

End point Assay types 5 kinetic Dichromatic

Fixed Time Sample, Reagent blanking

Turbidimetry Factor Calibration 6 Linear

Point to Point Spline

Log - Logit Exponential Mid - Run Calibration

More than 60 position for samples

Not less than 20 separate position for calibrators & controls

Not less than 20 separate position Stat Sample 8 Rotating / Rack Type Sample Tray Type 9 Multiple Primary Tubes 10

Sample Tube Size Pediatric Cups

2-40 microlitres or better Sample Volume 11 Dedicated micro pipette Sample Pipette 12

> Liquid level sensor Crash detection **Bubble detection** Clot detection

Rotating removal tray Reagent Storage 13 Not less than 60 positions for large & small bottles

On board cooling (8-15 C or better) 20-400 microlitres or better

Reagent Volume 14 Alert for Reagent shortage during measurement

Reagent Inventry 15 Alert for Expired Reagent

Dedicated two reagent pipette for R1 and R2. Reagent pipettes 16

Liquid level sensor Dual Stirrer with fixed or variable speed

Stirrer 17

Internal washing **Pipette Cleaning** 18 **External washing**



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(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

Company

Enquiry No: 2621000040 Dtd: 15-04-2010 due on 17-05-2010

Item 20. Fully Automated Bio-Chemistry Anglyser

1 9	Cample diliution	Dendilisting of St.
19	Sample diliution	Predilution mode
		Automatic reassay with dilluted, reduced or increased
		Sample Volume
20	Sample Remeasurement	Optional remeasurement of samples
21	Cuvettes	Permenent .
		Quartz / Pyrex / Hard glass
22	Cuvette Cleaning	On - board Laundry
23	Washing System	Not less than 8 stage cuvette washing system
24	Water requirements	Not more than 20 lt / hour
25	Water Plant	Bulit - In / external
26	Optics	Halogen tungsten lamp
		Diffraction gratting
27	Wave length	12 nos (340,380,415,450,510,546,570,600,660,700,750,800 nm
		or nearer).
28 -	Computer	Suitable dedicated PC and other peripherals - windows based
29	Std accessories	For two years operation
30	Warrenty	One year or more of Warrenty period.
31	Post warrenty	Four years post warrenty complete maintenance of the
	•	instrument including spares & accessories if any should be
		carried out by the company without any additional cost.
		The fault or repair if any should be carried out within one
	* * * * * * * * * * * * * * * * * * *	
		week time. An undertaking regarding this should be given
		by the company and not by the dealer or distirbutor.



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(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

Enquiry No: 2621000040 Dtd: 15-04-2010 due on 17-05-2010

SPECIFICATION

Item	Description of items	
30	Computer Radiography with x-ray machine	

Manufacturers or their authorised agents should only quote for the below items and they should have good expertise in handling this equipment with a wide installation base working successfully. Good availability of spares with well trained engineers at regional levels.

Digitiser

- 1. The digitiser should accept plates with minimum resolution of 10 pixel for general radiography and 20 pixel for special studies.
- Full fledged Mammo upgradation should be possible with software alone.
- 3. The throughput of the system should be minimum of 50 plates/hr
- 4. The server should be supplied with original manufacturer software
- 5. The hardware configuration of the server should be as below:

Minimum 750 Gb hard disk drive Minimum 2Gb RAM Minimum 19" LCD Monitor.

6. Cassette should be provided for sizes:

14 X 17-2nos

10 X 12-2nos

8 X 10-2nos

Imager

Imager should be with a minimum of 300dpi resolution and DICOM compatible

Very fast boot up -within 10 minutes mandatory..True daylight loading, power consumption should not exceed 750 W.

Should be able to accept films of sizes 8 X 10,10 X 12, 11 X 14 and 14 X 17 with 2 sizes online

Image transfer to be done to a necessary node.

X ray equipment

The machine should be of High frequency of 15Kw generator.(200mA).(Compatible for both radiology/fluoroscopy) kV range: 40-125Kv,mA: 200mA, mAs: 1.25-200mAs Floor to Ceiling column stand to be provided. The tube should be of standard type with focal spot of 1.2 X 1.2mm Anode braking device to be provided. Five position manual table to be provided.



(High Pressure Boiler Plant) Tiruchirappalli - 620014, TAMIL NADU, INDIA CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

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Enquiry No: 2621000040 Dtd: 15-04-2010 due on 17-05-2010

SPECIFICATION

Description of items Item 40 Elisa Micro Plate Reader

SPECIFICATION FOR ELISA READER:

- AUTOMATED MICROPLATE READER CAPABLE OF READING 96 MICROWELLS, STRIP WELLS.
- CAPABLE OF READING FLAT, "V" AND "U" BOTTOM PLATES,8 AND 12 WELL STRIP PLATES.
- OPTION OF BOTH FAST READ AND STEP READ MODE.
- CAPABLE OF ENDPOINT AND KINETIC MODE FOR BOTH SINGLE AS WELL AS DUAL WAVE LENGTH.
- 8 SILICON PHOTO DETECTORS FOR MEASUREMENT AND ONE FOR REFERENCE.
- 3 SPEED MIXING CAPABILITY.
- CAPABLE OF INDUCTION RANGE 0 TO 3.5 OD.
- LINEARITY, ACCURACY AND PRECISION SHOULD BE UPTO 3 OD.
- INBUILT THERMAL PRINTER NEEDED.
- OPTION CONFIGURATION WITH AN INCUBATOR.
- CAPACITY FOR 8 INTERFERENCE FILTERS WITH MINIMUM FOUR STANDARD FILTERS (415,450,490,655 MM)
- DATA ANALYSIS CAPABILITY TO PRODUCE RAW DATA, ABSORBANCE, MATRIX, LIMIT, CUTOFF, CONCENTRATION, CURVE FIT, DIFFERENCE AND KINETICS.
- DATA STORAGE FOR ATLEAST LAST 10 PLATES.
- MUST HAVE RS232 SERIAL PORT.
- SYSTEM SHOULD HAVE SECURITY LOG IN FEATURES.
- WARRANTY PERIOD: MUST HAVE A MINIMUM OF THREE YEARS WARRANTY PERIOD. IT MUST BE SPECIFIED BY THE COMPANY.

SPECIFICATION FOR ELISA WASHER:

- USER FRIENDLY MICROPLATE ELISA WASHER
- COMPATIBLE WITH ALL TYPES OF MICROPLATES, STRIP WELLS OR 96 WELL PLATES.
- COMPACT WITH FULLY PROGRAMMABLE UNIT, WASTE OVERFLOW PROTECTION.
- SELF CHECK, READY TO RUN SELECTED ASSAYS OR OPERATION.
- METHOD: SINGLE CYCLE WASHING METHOD.
- 8 OR 12 CHANNEL.
- WASTE BOTTLES VOLUME 2 LITRES EACH.
- SHOULD ACCEPT FLAT OR CURVED BOTTOM MICROPLATES.
- RESOLUTION 10 MICRONS ACCURACY + OR 5 WASH VOLUME 50 TO 3000 MICRONS PER WELL.
- PRIMING SEQUENCE OF THE HYDRAULIC SYSTEM AT CHANGE OF WASH SOLUTION.
- ELECTRICAL SPECIFICATION COMPATIBLE WITH OUR SOUTH INDIAN STANDARDS.
- SHOULD BE SUPPLIED BY USER MANUAL, ACCESSORIES AND DUST COVER.
- MINIMUM OF THREE YEAR WARRANTY REQUIRED. SUPPLIER SHOULD SPECIFY THIS ASPECT.
- AMC AMOUNT TO BE SPECIFIED AFTER WARRANTY PERIOD.

NOTE: ELISA READER AND WASHER SHOULD BE SUPPLIED BY THE SAME VENDOR CONS



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(High Pressure Boiler Plant)
Tiruchirappalli — 620014, TAMIL NADU, INDIA
CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

Enq	Enquiry No: 2621000040 Dtd: 15-04-2010 due on 17-05-2010 SPECIFICATION	
Item	Description of items	
50	ECG Machine with Defibrillator	

ECG MONITOR WITH DEFIBRILLATOR:

- ECG MONITOR LCD DISPLAY.
- BATTERY/MAINS OPERATED.
- HEART RATE ALARM AND SETTINGS FOR LOW AND HIGH HEART RATE
- BUILT IN BATTERY WITH CHARGER.
- ENERGY SELECTION FROM 5 360 JOULES.
- SYNCHORNISED OPERATION.
- ADULT EXTERNAL PADDLES.
- WAYE FORM FREEZE OPTION & 5 8 SECONDS CHARGE TIME.
- THERMAL PRINTER 50 MM AND 25MM / SECOND SPEED.
- ECG DISPLAY THROUGH PADDLES.
- VISUAL DISPLAY OF EGG WAVEFORM.
- PATIENT CABLE.



(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

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Enq	uiry No: 2621000040 Dta: 15-04-2010 due on 17-05-2010	SPECIFICATION
ltem	Description of items	
60	Pulse Oxymeter	

PULSE OXYMETER

TO MEASURE THE OXYGEN SATURATION WITH A FINGER PROBE.

- LCD DISPLAY
- PARAMETERS DISPLAYED!
- ARTERIAL OXYGEN SATURATION SPO2.
- PERIPHERAL PULSE RATE.
- MEASUREMENT RATE OF SPO2 1-100%.
- PULSE RATE RANGE 25 240 / MINUTE.
- PATIENT CABLE.
- DURA SENSOR ADULT PROBE.
- IN BUILT BATTERY.
- PORTABLE MODEL.



(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

PAGE 9 OF 9

Enquiry No: 2621000040 Dtd: 15-04-2010 due on 17-05-2010

SPECIFICATION

Item	Description of items
70	Volumetric cum Drop Counting Infusion Pump

SPECIFICATION

- MUST BE COMPATIBLE WITH ALL IV SETS.
- TARGET VOLUME AND TIME SETTING.
- DROP RATE RANGE 1 150 DROPS / MINUTE.
- VOLUME RATE RANGE 1 450 ML / HOUR.
- WITH INBUILT RECHARGEABLE BATTERY.
- ALARM INDICATOR FOR

VEIN BLOCK. LOW BATTERY

EXCESS OR LESS FLOW COMPAIRED TO THE TARGET SETTINGS.

- EQUIPMENT SHOULD BE PORTABLE.



(High Pressure Boiler Plant)
Tiruchirappalli-620014, Tamil Nadu, India
MM/CAPITAL EQUIPMENT/MODERNISATION

Document No.MM/CE/GT/001

GENERAL GUIDELINES & INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER

Vendors are requested to read the following points / guidelines / instructions and ensure that the offer is prepared and submitted strictly as per the requirements. Offers with insufficient details would not be considered for evaluation. The following points / guidelines / instructions are part and parcel of the tender and non-compliance will result in rejection of offer.

1.0 QUOTATIONS

Considering the nature of procurement which requires a good amount of technical details, broachers, catalogues etc., to be submitted along with the offer as well as the confidentiality required to be maintained during the offer evaluation process, bidders are requested to submit their offers only through sealed bids. As the part II (the price bid) would not be opened before the technical evaluation is completed, bidders are requested not to submit their bids through email / fax etc.

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 <u>"Part I - Technical and Un-priced commercial bid"</u>, indicating Enquiry No., Due Date, Address & Reference of the Bidder.

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

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, super scribing as Part I and Part II indicating Enquiry No., Due Date, Address & Reference of the Bidder.

The above tender (envelope containing Part I & II) should reach this office on or before the due date by 14.00 Hrs (IST). Tenders received after 14.00 Hrs (IST) will not be considered for evaluation.

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

AGM / MM / CAPITAL EQUIPMENT / MODERNISATION 4th Floor – Building 24,
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 amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Tenders should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in **ENGLISH** or otherwise, the tenders will not be considered for evaluation.

Tenders will have to be submitted by the Original Equipment Manufacturer only.

If the past performance of a vendor in any of the previous Purchase orders/contracts/in any projects, of BHEL Units, and NON-BHEL, is not satisfactory BHEL then reserves the full right to reject such offers of those vendors straightaway irrespective of their suitability and will not be considered for further processing of the tender.

2.0	PART I	TECHNICAL & UN-PRICED COMMERCIAL BID)

2.1 Technical

This part shall include / indicate the following:

2.1.1	Tenders should contain complete scope of supply with all technical details,
	specifications, delivery and other commercial terms and conditions.
2.1.2	Point by point confirmation for the Technical Specification enclosed is to be provided.
	If there are any deviations, the same should be clearly specified. Tenders 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 are 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 Un-Priced Commercial

This part shall include / indicate the following:

2.2.1	Acceptance of commercial terms and conditions by the bidders (in the check-list enclosed)
2.2.2	Port of shipment / Station of despatch
2.2.3	Terms of payment
2.2.4	CFR price up to Chennai port (for foreign bidders). FOR BHEL, Tiruchy price (for Indian bidders)
2.2.5	Taxes, Service tax & duties including cess applicable.
2.2.6	Delivery Schedule from the date of Purchase Order
2.2.7	Offer validity
2.2.8	Country of origin
2.2.9	Currency in which the price has been indicated.
2.2.10	Percentage of agency commission if any along with a copy of Agency agreement. The CFR prices quoted shall include the agency commission.

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

3.0 OPENING OF TENDERS

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

The Part II – The Part I would be evaluated and bidders qualifying alone will be considered for further processing. BHEL would proceed with Reverse Auction route or Price Bid opening route for finalizing the tender, which would be intimated to the qualified bidders after completion of the techno-commercial evaluation.

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the Price Bid submitted, which will be decided after the techno-commercial 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.
- For the proposed RA, technically and commercially acceptable bidders only shall be eligible to participate.
- In case of RA, BHEL will engage the services of a service provider for conduct of the RA who will provide all necessary training and assistance to the bidders before commencement of on line bidding on internet.
- Business rules governing the RA will be communicated to the bidders through service provider for compliance.
- Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of RA. Without the compliance, the vendor will not be eligible to participate in the event.
- BHEL will provide a sample calculation sheet (in EXCEL format) which would help
 the bidders to arrive at "Net Cash outflow to BHEL" considering various price / cost
 elements like Packing & forwarding charges, Taxes and Duties, Freight charges,
 Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL
 standard Commercial terms & conditions) etc. for each of the bidders to enable them
 to arrive at "Net Cash outflow to BHEL" which is the amount the bidder would be
 bidding during the RA.
- RA will be conducted on scheduled date & time and at the end of event, the lowest bidder value will be known on the network.
- The lowest bidder has to Fax the duly signed "Price Break-up" in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.

- Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct further business with BHEL, as per the prevailing procedure.
- BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction

4.0 DEFINITIONS & OTHER TERMS

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 written in words shall be valid and binding.

Bid currency: Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit the bid in their home currency, which should be clearly indicated in the un-priced commercial bid as well as in the price bid.

Taxes and Duties: All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which BHEL will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverumbur. Our I E Code: 0588138690.

For services rendered by the foreign vendor in India (like Erection & Commission supervision etc.) Income Tax (IT) shall become payable by the Foreign vendor. Hence, Foreign bidders are requested to take care of the IT payment during submission of tender.

Cenvat & VAT credit: (applicable for Indian Bidders only) the quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case Excise Duty is applicable. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to BHEL.

Packing: The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal safe transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.

Salient points of HSE (Health Safety & Environment) that are to be considered while submission of offer are:

- Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals)
- Competency requirements for operation, maintenance and calibration, if any, shall be communicated
- If any hazardous chemicals as per MSIHC (Manufacturing, Storage and import of such Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided along with On site & Off site emergency plan (as applicable)
- The noise level at operator level shall be within 80 dBA
- OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.
- The machine / equipment shall be fitted with guard for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948

- The supplier shall submit the layout drawing of operating controls, displays etc. Along with operating instructions to enable ergonomics evaluation and approval.
- The recommended list of PPE (Personal Protective Equipment) for the equipment shall be furnished.
- Alarm system (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment
- Details of all hazardous / harmful substances discharged as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV/IR (Ultra violet / infra red) radiations etc., shall be furnished along with their concentrations and their TLV, (Threshold Limit Value).
- Appropriate pollution control measures shall be proposed to keep the emissions from the machinery / processes within the prescribed limit as stated in Environment Protection Rules 1986.
- All furnaces, process units, DG sets, paint booths, shot blasting chambers, etc. shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- Wherever industry specific standards are not available for control of pollutants, general emission standards shall be used.
- Chemicals banned due to their negative impact on the environment shall not be used in the process.
- Fuels with sulphur content less than 0.05% shall be proposed.
- Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process. Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, Storage and Import of Hazardous Chemical 1989, etc. shall be followed
- Primary materials used in the equipment shall be specified and they shall be ecofriendly

Force Majeure clause: If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

Agency agreement from foreign suppliers for their Indian agents: Based on Ministry of Finance vide circular dated 31/01/1989 the following are compulsory:

- Registration of Indian agents of a foreign supplier.
- Precise relationship between foreign suppliers and their Indian agents and their mutual interest in the business, should be clearly spelt out.
- Any payment, which the agent receives in India or abroad, from the foreign supplier, whether as a commission or as a general retainer fee, also needs to be brought on record and made explicit so as to ensure compliance to tax laws and to prevent leakage of foreign exchange.

- All services to be rendered by the agent, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier and the Indian agent.
- The amount of agency commission agreed to between the foreign principal and the Indian agent should be specifically disclosed and the agency commission will be paid in Indian Rupees only.

Short shipment / Warrantee replacement: In case of any short-shipment during initially supply, subsequently dispatched by the supplier or any warrantee replacement dispatched during the warrantee period shall be dispatched on "DDP – Delivered Duty Paid BHEL Stores" basis for foreign suppliers and "FOR BHEL Stores" basis for Indian suppliers.

Inspection & Testing: All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL Stores. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch. However, final inspection and acceptance of the machine will be carried after installation of the machine BHEL.

5.0 GENERAL

Tenders will have to be submitted by the Original Equipment Manufacturers only and the offered equipment shall be "New". Offers for Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for evaluation.

Evaluation of offers shall be on "Net Cash Outflow to BHEL basis".

BHEL reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy.

BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / Units.

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.

The correspondence exchanged against the tender between the bidder and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

Any transaction / communication pertaining to the tender carried out by the bidder and BHEL round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

In case Letter of Intent (LoI) is issued through email, the computer generated time and date of mail shall be construed as the official time and date of release of LoI. In as much as this date is within the last date of validity given by the bidder the LoI is said to have been issued within the validity period and shall be binding on both the parties to the business.

Bidders participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing enquiries even if participated till the hold is officially lifted and confirmed in writing.

CONTRACT EXECUTION BANK GUARANTEE BOND

This deed of guarantee made this day of
1. We
2. We,
3. We,
For the purpose of this clause, any letter making demand on the Bank by Bharat Heavy Electricals Limited, Tiruchirappalli dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the 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.
4. We,

such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of Bharat Heavy Electricals Limited, Tiruchirappalli or any indulgence by Bharat Heavy Electricals Limited, Tiruchirappalli to the said Contractor or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

Any claim or dispute arisin settled in the Courts at Tiruchin	g under the terms of this document sh appalli.	all only be enforced or
	undertake not to revoke this guarant sent of Bharat Heavy Electricals Lim	· ·
In witness whereof we. Bank Seal theday.	(indicate the name of Bank) month 200	have hereunto setout

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

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

PERFORMANCE BANK GUARANTEE BOND

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, Tiruchirappalli- 620014 (hereinafter called 'the Company') having entered into a contract with hereinafter called 'the said Supplier and under the terms and conditions of the Purchase Order No
2. We
3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Supplier 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 Supplier 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 Purchase Order and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till Office / Department / Division of the Company certify that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Supplier and accordingly discharge 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 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 Purchase Order or to extend time of performance by the said Supplier 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 Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Supplier or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier 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 Supplier.
- 8. It shall not be necessary for the Company to proceed against the Supplier 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 Supplier 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 Tiruchirappalli.
- 10. The guarantor hereby declare that it has power to execute this guarantee and the executants has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.

11.	We	(indicate the	name of	Bank) I	astly u	ındertake	not to	revoke	this
guara	antee during its currency	except with	the previ	ous con	sent of	the Com	pany ir	writing	

In witness whereof v	ve (indicate	the name o	of Bank)	have hereunto	setout
Bank Seal the da	ıy mont	th 200			

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

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

LIST OF CONSORTIUM BANKS

(as on 21.08.2008)

- 1. State Bank of India
- 2. Canara Bank
- 3. Punjab National Bank
- 4. Bank of Baroda
- 5. Corporation Bank
- 6. Syndicate Bank
- 7. Oriental Bank of Commerce
- 8. Indian Bank
- 9. State Bank of Travancore
- 10. State Bank of Hyderabad
- 11. IDBI Limited
- 12. ICICI Bank Limited
- 13. HDFC Bank Limited
- 14. Kotak Mahindra Bank
- 15. The Honking and Shanghai Banking Corporation Limited
- 16. Standard Chartered Bank
- 17. Citi Bank
- 18. Deutsche Bank
- 19. ABN Amro Bank
- 20. UCO Bank
- 21. Central Bank of India
- 22. The Federal Bank Limited

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI CAPITAL EQUIPMENT

Document No.MM/CE/CL/NLC/IND/003

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE VENDORS.

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer or if the vendor does not confirm acceptance to the terms and conditions proposed, BHEL reserves the right to reject such offer)

CHECK-LIST FOR INDIGENOUS VENDORS

Description of the Equipment:	MEDICAL EQUIPMENTS		
BHEL Tender No. & Date:	2621000040 DATED 15-4-2010 DUE ON 17-05-2010		

	Γ					
SI No	Description					
1	Price Bid: Price Bid should contain the schedule of price particulars and to be co-related to the technical details provided in Part I. Techno-commercial bid alone without the Price Bid will be rejected. The prices contracted shall be firm till the execution of the contract in full and in all respects. Vendor's confirmation: Accepted.					
2	Validity:					
_	Validity of the offer should be 120 days from the date of tender opening. Please mention the validity period in the confirmation below. BHEL reserves the right not to consider offers from vendors with validity less than 120 days from the date of tender opening.					
	Vendor's confirmation:					
3	 Release of Purchase Order, submission of CEBG & PBG and terms of Payment: Purchase Orders (separate for supply and service portion) will be released on the successful vendor. The successful vendor shall have to provide a Contract Execution Bank Guarantee (CEBG) only from any one of the 'Consortium Banks' of BHEL (list enclosed) for 5% of the Purchase Order value in the format enclosed within 30 days from the date of Purchase Order. BHEL reserves the right to cancel Purchase Orders in case the vendor fails to submit the CEBG within 30 days from Purchase Order date. The payment terms for the supply Purchase Order shall be 80% against receipt of the goods in BHEL and 20% after commissioning of the equipment in BHEL. 80% of the supply Purchase Order shall be payable after receipt of the equipment in BHEL against a certificate jointly signed by BHEL and the vendor (for safe receipt of the goods) and such other documents as agreed to in the contract. This payment would be released within 21 days from the date of certification of receipt jointly signed by BHEL and the vendor. The balance 20% of the supply Purchase Order value plus 100% of the service Purchase Order value will be paid directly to the vendor after commissioning of the equipment in BHEL against commissioning certificate jointly signed by BHEL and the vendor and submission of Performance Bank Guarantee (PBG) only from any one of the 'Consortium Banks' of BHEL (list enclosed) for 10% of the Purchase Order value in the format enclosed. This payment would be released within 30 days from the date of commissioning certificate jointly 					

signed by BHEL and the vendor.

Offers from vendors not accepting to receive at least 20% payment of the supply Purchase Order value after commissioning of the equipment will be rejected.

Vendor's confirmation: Accepted to BHEL's above terms.

4 Taxes & Duties:

All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which BHEL will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverambur

In case taxes and duties are indicated as inclusive in the quoted prices, it will be reimbursed only upon furnishing the documentary evidence for having paid such taxes and duties. Any difference in taxes (on account of reduction in the levies) between what has been paid by BHEL to the vendor (based on what has been indicated in the Purchase Order) and actually paid by vendor should be passed on to BHEL.

Vendor's confirmation: We confirm our offer has been made considering the above.

5 Contract Execution Bank Guarantee:

The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) from any one of the 'Consortium Banks' of BHEL (list enclosed) for 5% of the Purchase Order value in the format enclosed covering the agreed delivery period (FOR works delivery) with additional 2 months as claim period.

The CEBG shall be furnished within 30 days from the date of Purchase Order. <u>BHEL reserves the right to cancel Purchase Orders in case the vendor fails to submit the CEBG within 30 days from Purchase Order date</u>.

All bank charges incurred on account of issuance of CEBG will have to be borne by the vendor.

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

Vendor's confirmation: CEBG will be provided in line with above.

6 Performance Bank Guarantee:

The vendor shall submit a Performance Bank Guarantee (PBG) only from any one of the 'Consortium Banks' of BHEL (list enclosed) for 10% of the Purchase Order value in the format enclosed covering the agreed Guarantee period (with additional 2 months as claim period).

All bank charges incurred on account of issuance of PBG will have to be borne by the vendor.

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

Vendor's confirmation: PBG will be provided in line with above.

7 Liquidated damages (LD):

Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery indicated in our Purchase Order would make the vendor liable to an un-conditional penalty @ ½% of the value of goods for each week of delay subject to a maximum of 10% of the Purchase Order value.

For the purpose of Imposing LD, the FOR Works delivery (LWB date) shall be considered.

BHEL reserves the right not to consider offers from vendors not accepting for the above LD clause, with maximum LD as 10%.

Vendor's confirmation: We confirm acceptance to the above LD clause.

8 Risk Purchase:

If the vendor fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.

BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.

Vendor's confirmation: We confirm acceptance to the above Risk Purchase clause (without any modification).

9 Delivery terms, delivery period required and evaluation process:

Delivery terms: Vendors should quote for delivery on FOR BHEL, Tiruchy basis only. However, price break-up details like Ex-Works price, freight charges, insurance charges, taxes & duties etc., should be indicated in the offer. The transfer of title of the goods supplied by the vendor takes place only when the goods are delivered in good condition in BHEL, Tiruchy.

Delivery period: The equipment enquired forms a part of an expansion program (Scheme) and the delivery period of __ months has been derived keeping in view of the Scheme completion date. Vendor shall have to confirm compliance for meeting the above delivery period.

During evaluation of the offers, for vendors not confirming the requested delivery period, a grace period of __ weeks (maximum) would be allowed. However, a loading @ ½% of the purchase order value per week will be done for the grace period requested. For evaluation 4 weeks will be considered as one month.

Vendors are required to indicate the best delivery period i.e., time period required for dispatch (LWB date) from the date of Purchase Order in the "Vendor's confirmation" below. Order acceptance, submission of CEBG, drawings etc., should not be linked to the delivery period.

Vendors quoting a delivery period beyond the 'requested delivery plus the allowed grace period' will be rejected.

Vendor's confirmation: We confirm our delivery shall be ___ months from the date of Purchase Order to date of LWB.

10 Guarantee:

Vendors shall provide a guarantee for a period of 12 months from the date of commissioning of the equipment or 18 months from date of supply, whichever is earlier. The date of LWB shall be taken as the date of supply.

Also, a PBG has to be given which shall cover the guarantee period (with additional 2 months as claim period).

Offers from vendors not accepting to the requested guarantee period will be rejected.

Vendor's confirmation: We confirm to provide guarantee as requested above.

11 Reverse Auction (RA):

BHEL reserves their right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA have been given in the 'General guidelines & instructions to bidders' enclosed as a part of NIT. Vendors are requested to confirm their acceptance for BHEL proceeding with RA route

for finalization of the enquiry.

	BHEL reserves the right not to consider offers from vendors not accepting to the RA
	process for finalization of the enquiry.
	Vendor's confirmation: We confirm participation in the RA process.
12	Contacts:
	Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned
	Name:
	Designation:
	Email ID:
	Phone No.:
	Fax No.:
	Address:
13	Weight & Cubage of package:
	Approximate Net weight of the total consignment:
	Approximate Gross weight of the total consignment:
	Approximate volume of the total consignment:
14	The vendor to provide Business Information Report (BIR) incorporating the rating of
	the company by international credit rating agencies, viz., DUNS number of M/s DUN &
	Bradstreet (D&B) etc.
	Vendor's confirmation: We have enclosed BIR and our DUNS No. is:

We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the NIT and confirm that our offer has been made in line with the same.

(AEEIV OEEICIAI SEAL HEDE)	Signature with date:
(AFFIX OFFICIAL SEAL HERE)	Name:
M/s	Designation:
	Department:

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)