



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

MATERIALS MANAGEMENT

TITLE : Retrofitting of straight tube butt welding m/c	Phone: +91 431 2577645/2577331 Fax : +91 431 252 07 19 Email : balasund@bheltry.co.in srchandran@bheltry.co.in Web : www.bhel.com , http://tenders.gov.in
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	Reference Number: Enquiry 2680900017	Enquiry Date: 27.03.09	Due date for submission of quotation: 21.04.09.
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 Retrofitting of straight tube butt welding m/c, as per the technical specification . The vendors fulfilling the pre-Qualification Criteria alone need to apply and shall be considered.

Pre-Qualifying criteria for participating vendors are given below:

1. Only those vendors who have supplied and commissioned similar or higher capacity/size equipment that is working satisfactorily for atleast one year after commissioning should quote.
- 2.Information about the customers to whom similar equipment's have been supplied is to be submitted for qualification of the offer.
- 3.Before placing the order, BHEL team will visit the supplier works and also evaluate the places where the vendor has supplied similar equipment's.

BHEL commercial terms & conditions with Price Bid format and Bank Gurantee formats 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 "2680900017"	
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 Manager / Capital Purchase/ Manufacturing



ENQUIRY
(INDIGENOUS)

BHARAT HEAVY ELECTRICALS LIMITED

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

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PHONE : 2577645
GRAMS : BHARATELEC
FAX NO: 2520719
E-mail: balasund@bheltry.co.in
Web:www.bhel.com(or) tenders.gov.in

429-002/A

Enquiry No	Enquiry Date	Due Date for Quotation
2680900017 - 79	27.03.2009	21.04.2009
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	Supply, Interfacing, commissioning and prove out of straight tube butt welding machine:- Details as per Annexure-A Retrofitting of straight tube butt m/c	NO	2.000	2.00	30.05.09

General Note:

- 1., PLEASE SUBMIT YOUR DETAILED OFFER IN THREE PART BID SYSTEM ie. PART-1, EMD AMOUNT RUPEES 1.5 LAKH IN ONE SEPARATE SEALED COVER. PART-II, TECHNICAL AND COMMERCIAL (UNPRICED BID) IN ANOTHER SEALED COVER. PART-III, PRICED OFFER IN ANOTHER SEPARATE SEALED COVER. NON SUBMISSION OF EMD AMOUNT WILL LEAD TO REJECTION OF SUBMITTED OFFER.
2. POINT-TO-POINT CONFIRMATION TO BHEL'S SPECIFICATIONS, COMMERCIAL TERMS & CONDITIONS SHOULD BE PROVIDED IN "ANNEXURE-II, WITHOUT FILLING OF ANNEXURE-III & ANNEXURE-V", THE OFFER WILL NOT BE CONSIDERED. THE ABOVE TWO ANNEXURES AND ANNEXURE-IV (without price) SHOULD BE FILLED AND SUBMITTED ALONG WITH PART-II ie. TECHNO-COMMERCIAL BID
- 3., PAYMENT TERMS STRICTLY FOLLOW AS PER OUR PAYMENT TERMS INDICATED IN THE COMMERCIAL TERMS AND CONDITIONS. OTHER PAYMENT TERMS ARE NOT ACCEPTABLE.
4. OFFERS a) DEMANDING ADVANCE PAYMENT, b) DEMANDING EXEMPTION OF EMD AMOUNT (Rs 1.5 LAKH) d) WITH OFFER VALIDITY OF LESS THAN 4 MONTHS WILL BE REJECTED.
- 5., ANY CLARIFICATIONS OR PRE-BID MEETING MAY BE SOUGHT BY BIDDER FROM THE UNDERSIGNED WITH DUE WRITTEN REQUESTS AT LEAST TEN (10) DAYS PRIOR TO TENDER DUE DATE.
- 6., IF THE DUE DATE OF TENDER OPENING HAPPENS TO BE A HOLIDAY, THOSE TENDERS WILL BE OPENED ON NEXT WORKING DAYS.

GENERAL NOTE FOR THE ENQ ON REVERSE AUCTION

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

[Signature]
220309
MANAGER / PURCHASE
(FOSSIL BOILERS)



BHARAT HEAVY ELECTRICALS LIMITED

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

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PHONE : 2577645
GRAMS : BHARATELEC
FAX NO: 2520719
E-mail: balasund@bheltry.co.in
Web: bhel.com(or) tenders.gov.in

2680900017 / 27.03.2009

SUBMIT THE QUOTATION IN THREE PARTS ie. FIRST PART EMD AMOUNT, SECOND PART TECHNO COMMERCIAL BID EXCLUDING PRICES, TAXES ETC AS PER THE ENCLOSED FORMAT AND THE THIRD PART PRICE BID TOGETHER ,BUT IN SEPARATE SEALED COVERS , ON OR BEFORE THE DUE DATE.

1. THE THIRD PART (PRICE BID) SHALL HAVE PRICE ONLY.
2. THE ENQUIRY NUMBER AND THE TYPE OF BID ie. PRICE BID OR TECHNO COMMERCIAL BID AS APPLICABLE SHALL BE INDICATED CLEARLY IN THE POSTAL COVER.
3. 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 IN ANNEXURE-I.
4. REVERSE AUCTION IS DONE THROUGH INTERNET/EMAIL . HENCE VENDORS SHALL MAKE THEMSELVES EQUIPPED WITH EMAIL , FAX AND INTERNET FACILITIES.
5. IN CASE OF GOING FOR REVERSE AUCTION VENDORS WILL BE SUITABLY INFORMED ABOUT THE WORKING PROCEDURES OF REVERSE AUCTION AND BHEL WILL PROVIDE ALL THE RELEVANT DETAILS TO ENABLE THE VENDOR TO PARTICIPATE.
6. TEST CERTIFICATE AND GUARANTEE CERTIFICATE IS REQUIRED ALONG WITH SUPPLY.

List of Attachments

1. Annexure-A Scope of supply and works-7 Pages
2. Annexure-I General terms and conditions of RA-1 Page
3. Annexure-II Commercial terms and conditions-3 Pages
4. Annexure-III Commercial Confirmations-1 Page
5. Annexure-IV Model price bid format-1 Page
6. Annexure-V Check list for conducting RA-1 Page
7. Annexure-VI EMD/SD Details

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)
Yours faithfully,

S.NO	DESCRIPTION	BHEL SPECIFICATION	BIDDER OFFER	DEVIATION / REMARK
10	Name of work	Supply, Interfacing, commissioning and prove out of straight tube butt welding machine:-		
II	Existing machine	1) Power source OTC TURBO PULSE 350 --- 1 No		
		2) Wire feeder drive unit --- Three motors connected EG # U-12 (S-12) SCR COVERNOR UNIT Wire feed control 110V 50Hz		
		3) Wire feed Motor wire feed motor is DC motor which is attached to speed reducing device is driven and controlled by control device. Specification of the above are as follows: Type : DC separately Excited Power : 100 W Armature : 80 V, 2.0 A Field : 80 V, 0.13 A Revolutions : 6000 r.p.m Rating : Continuous		
		4) Chuck rotation DS 100 ADJUSTABLE SPEED DC DRIVE : 5 KW with tacho feed back 4a) Chuck Rotation DC Motor Power : 1.5KW Speed : 1750 rpm Frame : L186/T Worm Ratio : 1/17 TENV TYPE WITH TACHO GENERATOR FEED BACK		

S.NO	DESCRIPTION	BHEL SPECIFICATION	BIDDER OFFER	DEVIATION / REMARK
		<p>5) Oscillation drive unit 4.9A,17V EG # U-51 SCR GOVERNOR UNIT Oscillator drive 110V 50Hz --- 1No</p> <p>6) Oscillation motor a. Oscillate cycle : 35 # 240 c/min b. Amplitude : 0- 19mm c. Oscillate Weight (possible) : 6 kg d. Stop in both end of Amplitude. e. Adjustable in moving time. f. Grease : Lipanoc H. D(Nippon Oil Corp. Co. Ltd.) g. Motor : Print motor JKM8ZG (1/10) D.C. 50W, 4000 rpm. (400 rpm) 17V. 4.9A Yasukawa electric co., Ltd.</p> <p>7) Torch Vertical Movement Motor Power : 200W Pole : 4 pole Phase : 3 phase Type : GM-2110 Speed : 150 rpm Worm Ratio : 1/10 Frequency : 50 Hz Insulation : B class Geared motor</p>		

S.NO	DESCRIPTION	BHEL SPECIFICATION	BIDDER OFFER	DEVIATION / REMARK
		<p>8) Torch Horizontal Movement Motor</p> <p>Power : 200W</p> <p>Pole : 4 pole</p> <p>Phase : 3 phase</p> <p>Type : GM-2110</p> <p>Speed : 75 rpm</p> <p>Worm Ratio : 1/20</p> <p>Frequency : 50 Hz</p> <p>Insulation : B class</p> <p>Geared motor</p>		
		<p>9) Jack Screw Rod Motor</p> <p>Power : 1 HP, 0.75 KW</p> <p>Frame : FLAMP</p> <p>Voltage : 3 Ph, 415V</p> <p>Type : ED-25GCW-B-1-LR</p> <p>Worm Ratio : 1/30</p> <p>Speed : 50 rpm</p> <p>Frequency : 50 Hz</p> <p>Pole : 4</p> <p>Insulation : B class</p>		

S.NO	DESCRIPTION	BHEL SPECIFICATION	BIDDER OFFER	DEVIATION / REMARK
		10)In feed/ Out feed Pinch Roller Super Line 3Ph Induction motor Power : 3.7 KW Type : SFE Frame : 1329 Phase : 3 Freq : 50 Hz Code : H Volt : 415 V Amp : 8.5A Speed : 950 rpm Insulation : B class Pole : 6		
		11)kick-off Motor Power : 3 HP Frame : FLAMP Voltage : 3 Ph, 415V		
		12) Existing input 128 out put 64		
III	SCOPE OF SUPPLY			
		Design ,Supply , installation , commissioning and Interfacing of Existing Straight Tube Butt MIG welding system(3 Mig Torch) with following system.		

S.NO	DESCRIPTION	BHEL SPECIFICATION	BIDDER OFFER	DEVIATION / REMARK
		1) PLC based controller for Straight Tube Butt MIG welding system(3 Mig Torch). 2) New Welding Power source 350A with 3 separate wirefeeder units & water cooled Torches. 3) Mechanical Structure for Torch Head Base. 4) Servo Motors for Chuck Rotation / Linear adjustment 2 axis/ Oscillation with drive. 5) 2 Axis LM slide with ballscrew with Servo motors 2nos for Torch Head base.		
		1.1.SMPS 24 V for field I/Os. 1.2.HMI for parameter setting with More then 5.6' display. 1.3.Controll panel with panel Cooling Fan & all panel accessories. 1.4.Operator station Pendant and suitable joystic switch for fine adjustment		
		2.1 Welding power source 350 A OTC or Panasonic / ESSAB make 1no. 2.2 Wirefeeder system suitable for above machine 3nos. 2.3 Water cooled Torches or Air cooled Torches 3nos. 2.4 Gas flow/pressure monitoring sensor. 2.5 Water flow/ pressure monitoring sensor.		
		3.1 Torch head consists of 3 slides with pneumatic cylinders for Torch selection Vertical(up & down) movement. 3.2 Angular movement for Torch by manual. 3.3 Mechanical structure for Torch head assembly.		
		4.1 Servomotor Drive for Chuck Rotation with encoder feedback of the chuck rotaion & bed linear movement. 4.2 Servomotor with Drive for Linear movement with encoder 2nos. 4.3 Oscillation motor for Oscillation Width min 10 to 25 mm (Servo motor with gear box).		

S.NO	DESCRIPTION	BHEL SPECIFICATION	BIDDER OFFER	DEVIATION / REMARK
		All Sensors / relays /contactor are of OMRON /Telemachenic / siemens		
		<ol style="list-style-type: none"> 1. Operator Shall Set the Parameter Once for a Particular Job through touch panel. 2. Complete System shall work in the Machine by /Auto Cycle/ Manual mode. 3. For synchronizing the chuck drive suitable Encoder / feed back device to be used. 4. Both in feed and out feed pinch rollers should work simultaneously. 5. After completion of joint one rotation needed to see the surface for any defects to rectify the joints. 6. Chucks releasing automatically after welding. 7. While welding combination of joints after completion one joint next joint selection by automatically. 8. Welding glass/ see through glass to be provided in front of the operator. 9. Multi color LCD touch through panel More then 5.6 inch Diagonal make shall be of latest Siemens/ Mitsubishi/ ABB . 10. Servo motor / Drive shall be of Mitsubishi/ Indramat / Siemens / Fanuc make. 11. Any Fault In the STB welding System like Cooling Water / Gas flow Blocked, over heat etc, the same has to be Displayed & the Interlocks Shall Trip the welding system. 		
IV	.General Specification of panel	<ol style="list-style-type: none"> 1. Offered items Should have the following Accessories with IP31 or Equivalent. Enclosure Panel of Industrial type with free standing, Dust and Moisture Proof with louvers and cooling fans/A/c unit. 2. PAINT to the panel: Siemen grey, yellow(inside)shade 397 of IS 5. 3. Drawing approval to be obtained from BHEL EXECUTIVE before start the work. 		

S.NO	DESCRIPTION	BHEL SPECIFICATION	BIDDER OFFER	DEVIATION / REMARK
V	Vendor visit	VI. Vendor Shall Study the Existing machine System in our Works & get acquaintance before quoting the offer		
VI	DOCUMENTS TO BE PRODUCED :	3 SETS OF OPERATION & MAINTENANCE MANUAL, ELECTRICAL DRAWINGS OF POWER & CONTROL CIRCUIT, WIRING DRAWING OF THE PANEL BOARD AND BOUGHT AS ITEM		
VII	Note :	1.The offered system should be interfaced and commissioned by THE SUPPLIER with the existing system with in stipulated time. 2.Accessories and materials required for commissioning of the system and field elements/ cables are with supplier's scope.		
VIII	CONDITIONS:			
		1.Inspection will be carried out at suppliers works prior to despatch.(with ELECTRICAL CIRCUITS AND DRAWINGS).		
		2.Training should be given for 2 of our engineers at suppliers works on free of cost.		
		3.Guarantee certificate, operation and maintenance manual as specified above shall be sent along with the material.		
		4. Supplier Should be able to supply spares for a minimum period of 5 years.		
		5. PLC system make shall be Siemens S7/ Mitsubishi/ ABB / FANUC / also supply PLC software along with data cable communications.		
		6. Drive make shall be Mitsubishi/ ABB/ Danfoss		
		7. Contactors and relays shall be of Siemens/ L&T/ Telemecanique make.		
IX	Payment	Payment shall be made only after installation , assembly and prove out the welding Performance in the machine		
X	Vendor to quote	Vendors should quote for poin to point confirmation of the above specificaion		

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.

CAPITAL PURCHASE**COMMERCIAL TERMS AND CONDITIONS****1.0 QUOTATIONS**

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

Envelope I : This sealed envelope should contain the required EMD amount of **Rs 1,50,000/-**

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

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

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

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

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

**MANAGER / CAPITAL PURCHASE / MFG
BHARAT HEAVY ELECTRICALS LIMITED
HIGH PRESSURE BOILER PLANT
TIRUCHIRAPALLI - 620 014
TAMIL NADU, INDIA**

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

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

2.0 PART I (TECHNICAL & COMMERCIAL BID)**2.1 Technical**

This part shall include / indicate the following :

- 2.1.1. Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- 2.1.2. Point by point confirmation for the Technical Specification enclosed to be provided. if there are any deviation, the same should be clearly specified. Offers received without confirmation to our specification will be liable for rejection.
- 2.1.3. List of customers to whom same or similar equipment have been supplied along with performance certificates to be enclosed.
- 2.1.4. Relevant catalogues to be attached
- 2.1.5. List of spares parts (with part numbers) for two years operation and maintenance should be attached.
- 2.1.6. Information on shipping weight and cubage (length, width & height) to be provided.
- 2.1.7. 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. Station of dispatch/Port Of Shipment
- 2.2.2. Terms of payment
- 2.2.3. Taxes & duties applicable.
- 2.2.4. Delivery Schedule
- 2.2.5. Offer validity
- 2.2.6. Country of origin
- 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 III" i.e., a copy of the Price Bid **without the price details** to be enclosed.

3.0 PART III (PRICE- BID)

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

4.0 OPENING OF TENDERS

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

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

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

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

5.0 GENERAL

5.1. Incomplete offers will not be considered.

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

5.3. **Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their home currency.

5.4. **Terms of Delivery:** Bidders are required to quote their best delivery period. Foreign Bidders should submit their offer for net **FOB Nearest Sea / Air Port**. Indian Bidders should submit their offer for **FOR Despatching station**.

5.5. **Taxes and Duties :** All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TNGST No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our T.N.G.S.T No. 356005 Dt. 04-04-1995, C.S.T. No. 239383 dt. 11-06-1991 and TIN NO.33243560005..

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

5.7. **Terms of Payment :**

5.7.1. **Indian Bidders**

5.7.1.1. The preferred payment terms are indicated below :

SUPPLY PORTION:

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

or

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

All bank charges are to vendor's account only.

5.7.2. **Foreign Bidders**

An Irrevocable Letter of Credit shall be established for 80% of the value of the goods. Balance 20% shall be paid on receipt / acceptance / commissioning of the goods at BHEL against 10% Performance Bank Guarantee on total order value. All bank charges outside India are to Vendor's account. Letter of Credit shall be opened through a branch of State Bank of India in the country where order shall be placed. In case, in the country where order is placed, State Bank of India is not there, Letter of Credit will be opened through our bankers or as permitted by Government of India. All bank charges outside India are to supplier's account. Lump sum erection and commissioning charges, if any, shall be payable after satisfactory erection and commissioning of the equipment by sight draft against certificate issued by the competent authority.

ERECTION & COMMISSIONING PORTION:

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

5.7.3 **Common to both Indian & Foreign Bidders**

E&C charges will be released after deduction of Income Tax as per the Govt. of India rules. The TDS certificate will be issued by BHEL. Applicable service tax on E&C charges will be payable extra. The liability of depositing the same to the Govt. will be of the supplier.

- 5.8. **Performance Bank Guarantee (PBG):** The Bidder, in the event of an order, should furnish a bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a proforma prescribed by BHEL, alongwith the order, for an amount equivalent to **10% (Ten percent)** of the value of the contract. The PBG shall be valid for period of 18 months from the date of despatch or **12 months** from the date of receipt / acceptance / commissioning of the equipment at BHEL, Tiruchi which ever is more, with a claim period of two months.
The Performance Bank Guarantee shall be obtained from any one of the following banks who is a member bank in our consortium of banks.
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. Liquidated damages @ ½% per week subject to a maximum of 15% of the Erection Charges shall be applicable for delay in the Period for completion of the Retrofitting / Reconditioning work
- 5.10 **Risk purchase :** Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.
- 5.11 **Agency commission :** In case of Foreign Bidders, agency commission if any, payable to their Indian Agents, shall shown separately in the Offer. This will be paid by us in India, in Indian Rupees, on satisfactory completion of the Contract. Copies of current Agency Agreement / Authorization Letter in respect of Agency Commission shall be furnished alongwith offer. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of offer will be taken.
- 5.12 **Inspection & Testing:** All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL stores or at any other place in India indicated by BHEL as the case may be. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch however, final inspection and acceptance of the machine will be carried after installation of the machine at BHEL, Tiruchirappalli.
- 5.13 **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.
- 5.14 **Cenvat credit (for Indian Bidders only) :** If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tenderer is availing CENVAT credit for his input materials, the effect of proforma credit should be passed on to the purchaser..
- 5.15 **Packing and marking :** The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
- 5.16 **Purchase preference** will be given to CPSUs as per Government guidelines.
- 5.17 BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.
- 5.18 **Earnest Money Deposit** shall be payable as per the instructions furnished in the Annexure-V. Otherwise the offer will be rejected.
- 5.19 **Security Deposit** shall be payable as per the instructions furnished in the Annexure.
- 5.20 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.

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

Bharat Heavy Electricals Limited, Trichirapalli – 620 014**MM : CAPITAL PURCHASE****(To be filled and submitted along with offer)**

BHEL Commercial Terms and Conditions for Indigenous Supplies		Vendor's Confirmation / Comments
EMD for Rs 1,50,000/- shall be payable as per the instructions furnished in the annexure. Otherwise the offer will not be considered. Pay order / DD No / Cash receipt no & date may be furnished		
Security Deposit shall be payable by the successful vendors as per the instructions furnished in the Annexure-VI		
Security Deposit will be refunded within 30 days after successful completion of Contract by the successful vendor.		
Technical confirmation to BHEL's Specification as called for in BHEL Format shall be furnished. If needed additional sheets shall be used.		
Prices shall be quoted item wise only as per the model format enclosed. An unpriced copy shall be submitted along with technical bid where in the applicable Taxes and Duties Shall be clearly specified		
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 % of ED & Sales Tax , Freight & Insurance, Installation & Commissioning Charges should be clearly indicated.		
Validity of offer shall be for a minimum period of 120 days from the date of Tender opening		
Delivery period (for supply portion) from the date of Letter of Intent / Purchase order shall be clearly mentioned in the offer.		
Period for completion of the Retrofitting / Reconditioning work at BHEL shall be clearly specified in the offer		
Liquidated damages @ ½% per week subject to a maximum of 15% of the order value shall be applicable for delay in deliveries.		
Liquidated damages @ ½% per week subject to a maximum of 15% of the Erection Charges shall be applicable for delay in the period of completion of the Retrofitting / Reconditioning works.		
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: *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 acceptance / commissioning 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.		
Erection / commissioning Charges: Erection / commissioning shall be done at free of cost. If any charges, 100% of the Erection / commissioning charges (in case contract involves erection/commissioning) shall be paid only on completion of such erection / commissioning at BHEL and also against remittance of required Security Deposit to BHEL in accordance with the terms of the Contract		
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.		
All Equipments / Services including concern Personal for carrying out the erection and commissioning of the Equipment shall be arranged by the vendor. If any Services is availed from BHEL, it is only on chargeable basis unless otherwise specified.		
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:-

- 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.
- Your offer should be indicating applicable if any P&F Charges, % of ED, Sales Tax -CST or VAT, Service Tax), Freight, Insurance and Installation and Commissioning Charges etc., as per our Price Format.
- Your specific acceptance to our Payment terms, LD, Risk Purchase Clause & Submission of PBG for 10% of the order value are essential for consideration of your offer. Other wise your offer is liable for rejection.

Signature & Office Seal of the vendor

MODEL PRICE BID FORMAT FOR INDIAN BIDDERS

Enquiry No. & Date:

Bidder's Offer No. & Date:

Sl No.	Description of item	Unit	Quantity	Rate in Rs.	Value in Rs.
	The price indicated shall be inclusive of all accessories, spares etc. as given in the scope of supply. Individual item-wise break-up price shall be attached as an annexure to this price bid format.				
	Ex-Works value in Rs.				
	Packing & Forwarding charges (if any) in Rs.(or) Percentage				
	FOR Dispatching station value in Rs.				
	Excise Duty (indicate the % as well as value)				
	% Of TAX (TNGST with FORM-17 or CST with C-FORM)				
	% Of TAX (TNGST without FORM-17 or CST with C-FORM)				
	Any other taxes/duties applicable (indicate the % as well as value)				
	Percentage of Freight& transit insurance charges, if any (Lumpsum) Freight charges from Dispatching station to BHEL, Tiruchirappalli (Note:If the delivery terms is Ex Works the materials has to be sent through BHEL approved carrier only ,in this case the freight will be borne by BHEL)				
	Erection & Commissioning Charges in Rs				
	% of Service Tax if applicable extra				
	Approximate Net weight of the total consignment				
	Approximate Gross weight of the total consignment				
	Approximate Dimensions of the Consignment				

Signature & Seal of Vendor

The price bid should be submitted only as per the above format. No row shall be left blank.
Please indicate NA, in case the item is "not applicable"

CHECK LIST FOR CONDUCTING RA

BHEL ENQUIRY NO & DATE

VENDOR OFFER REF NO & DTAE

SL NO.	Commercial Terms	In % or Text	Remarks
01	Delivery Terms (Exw Basis or For Destination Basis)		
02	% of Excise Duty		
03	% of Education Cess		
04	% of TAX (CST/VAT) (TNGST with FORM-17 or CST with C-FORM)		
05	% Of TAX (CST/VAT) (TNGST without FORM-17 or CST without C-FORM)		
06	% of Service Tax if applicable		
07	Packing & Forwarding Charges (either in % or lumpsum)		
08	% of Freight & Transit Insurance charges if any (Lumpsum) (Note: If the delivery terms is Ex Works the materials has to be sent through BHEL approved carrier only ,in this case the freight & insurance charge will be borne by BHEL)		
09	Price Validity		
10	Payment Terms		As per Annexure-II
11	LD Acceptance		As per Annexure-II
12	Risk Purchase Clause		As per Annexure-II
13	PBG Acceptance , if applicable		As per Annexure-II
14	Delivery from the date of receipt of PO		
15	Quantity Tolerance, if applicable		
16	Approximate Gross Weight, Net. Weight & Dimensions of the Consignment		
17	As per Clause 5.20 of Commercial terms and conditions acceptance for participation in Reverse auction (RA).		Yes/No to be indicated
18	Name of the person for participating reverse auction.		
	Land Line Number		
	Fax Number		
	Mobile Number		
	E-mail ID		

Signature & Seal of Vendor

EARNEST MONEY DEPOSIT

Earnest Money is to be paid by the Tenderer either in **Cash** (as permissible under Income Tax Act), **Pay Order** (or) **Demand Draft** drawn in favour of Bharat Heavy Electricals Ltd, Trichirapalli payable at Trichirapalli.

EMD by the Tenderer will be forfeited as per Tender Documents if

- 1) After opening the Tender, the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates
- 2) The Tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of the Contract.

EMD given by all unsuccessful Tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful Tenderer.

EMD shall not carry any interest.

SECURITY DEPOSIT

The successful Tenderer should pay Security Deposit before start of the work and the Rate of Security Deposit will be as below.

Value of Contract including all Taxes and duties	Rate of Security Deposit
Upto Rs.10 Lakhs	10%
Above Rs.10 lakhs and upto Rs.50 lakhs	Rs.1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 lakhs	Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

Security Deposit may be furnished in any one of the following forms.

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of Bharat Heavy Electricals Limited, Trichirapalli payable at Trichirapalli
- iii) Local Cheques of Scheduled Banks, subject to realization
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc (Certificate should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
- v) Bank Guarantee from Scheduled banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total Security Deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit will also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit shall be paid by the Contractor before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful Tenderer shall be converted and adjusted against Security Deposit.

Note: Acceptance of security Deposit against sl.no.(iv) and (vi) above will be subject to hypothecation or endorsement on the documents infavour of BHEL. However BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Security deposit shall not carry any interest. Security Deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.