



ISO 9001-2000, ISO 14001  
and OHSAS 18001 certified  
company  
SubContract and Purchase  
Deptt.

**Bharat Heavy Electricals Limited**  
(A Govt. of India Undertaking)  
**Power Sector – Northern Region,**  
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar,  
NOIDA – 201301 (INDIA)  
Phone: 91-120-2416278 / 2416447  
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### **TENDER NOTICE**

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL sites in India as follow: -

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
<b>BHEL/PSNR/SCP/ SANA/ E-2202</b>	<b>Supply &amp; supervision for 1st commissioning of 125 KVA silent diesel Generator set as per detailed specification enclosed in Annexure A &amp; B</b>	<b>21.08.2011</b>  3.30PM (IST)

Notes:

1. For detailed tender enquiry, please visit BHEL web site [www.bhel.com](http://www.bhel.com)

**MGR/PUR**



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Plot No. 25 , Sector - 16A , Distt. Gautam Budh  
Nagar, NOIDA – 2 01301 (INDIA)  
Phone: 91-120-2515476 / 2515464 / 2515479  
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**TENDER ENQUIRY**

BHEL Power Sector, Northern Region invites bids for the following items required at BHEL sites in India as follow: -

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
<b>BHEL/PSNR/SCP/ SANA/ E-2202</b>	<b>Supply &amp; supervision for 1st commissioning of 125 KVA silent diesel Generator set as per detailed specification enclosed in Annexure A &amp; B</b>  <b>QTY REQUIRED 02 SETS</b>	<b>21.08.2011 3.30PM (IST)</b>

Destination for supply is BHEL site office, Rampur HEP, Hotel north park, village:nirsu, P.O. Dutt nagar, Tehsil Rampur Bushner, Distt . Shimla (HP)-175134

**QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-**

- 1) BIDDERS SHALL SUBMIT AN EARNEST MONEY DEPOSIT (EMD) IN THE FORM OF D.D OF Rs.50,000/= FAVOURING BHARAT HEAVY ELECTRICALS LIMITED.**
- 2) OFFER FROM ONLY THOSE BIDDERS SHALL BE CONSIDERED WHO ARE AUTHORIZED MANUFACTURERS/ASSEMBLERS OF SIMILAR /HIGHER RATING D.G.SETS BY THE OEMS OF ENGINES AND ALTERNATORS AS REQUIRED IN THE TECHNICAL SPECIFICATIONS OF ANNEXURE-I.**
- 3) BIDDERS SHALL SUBMIT THE DOCUMENTARY PROOF FOR COMPLETING THE SUPPLIES OF SIMILAR OR HIGHER RATING D.G SETS AND MUST HAVE HANDLED MINIMUM TWO ORDERS BY SOME REPUTED COMPANIES IN THE LAST TWO YEARS TIME.**

**NOTES:-**

- The Tender Document shall comprise of following;
  - Tender Notification
  - Tender Invitation
  - Annexure-1 (Technical Specifications)
  - Annexure-B ( details of the quoted Model ,to be filled by the tenderers)
  - Special Terms & Conditions.
  - General Terms & Conditions.
  - Rate Schedule
  - Format for PBG
  - Procedure / Format for Reverse Auction
- Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site.

**TENDER NO: BHEL/PSNR/SCP/SANA/ E-2202 dated:11.08.2011**

- (iii) Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non transferable) will be issued **free of cost on** all working days between 09.30 Hrs. to 12.30 Hrs within the period i.e **upto 21.08.2011**. Request for issue of tender document should clearly indicate Tender No. and work.
- (iv) Offers must be submitted to the undersigned **latest by 21.08.2011** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. (IST) on 21.08.2011**.
- (v) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (vi) BHEL reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- (vii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (ix) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

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**Annexure-A**

**DETAILED SPECIFICATIONS FOR 125 KVA SILENT DG SET:**

Diesel Engine & Alternators shall be closed coupled or provided with flexible coupling and mounted on base plate of robust construction. Control panel shall preferably be mounted on the same base plate. However separate panel will also be acceptable subject to meeting other requirement of control panel.

**SPECIFICATION FOR ALTERNATOR, DIESEL ENGINE AND CONTROL PANELS:**

**1. ALTERNATOR:**

The alternator shall be self excited and shall regulated of specified KVA rating in three phase at 415 V, 50 Hz, 1500 rpm and 0.80 power factor and shall conform to IS:13364 (Part 2): 1992 (reaffirmed 2003)(above 20KVA) or equivalent standard. The alternator shall be of brushless type. The alternator shall be screen protected drip proof min. IP-21 (or better) degree of protection as per IS: 4691/85. The class of insulation of the alternator would be H. The rated voltage of alternator will be 415 V, 3 phases.

**2. DIESEL ENGINE:**

The Diesel engine shall be of water cooled as specified, electric start developing required B.H.P at 1500 rpm with Class A-2 governing or better for alternator to deliver specific continuous KVA output as 0.80 lagging power factor at NTP conditions (all the ratings shall be tested at unity power factor). The diesel engine should be capable of providing 10% overload for 1 hour for every 11 hours continuous running at full load.

The diesel engine shall be complete with following accessories:

- a. Fuel tank with capacity of 12 hours continuous running at full load (with level indicator, air vent, drain valve).
- b. Engines instruments panel consisting of starting switch with key, lube oil temperature and pressure gauge, water temperature gauge , rpm indicator and hour meter.
- c. Safety controls to shut down the engine in the event of low lube oil pressure, high engine temperature, high water temperature. Audible alarms and indication to be provided for these conditions
- d. Radiators .
- e. Exhaust silencers of residential type.
- f. 12/24V DC starting system complete with starter motor, charging alternator , cutout etc.
- g. Lead acid batteries of suitable ratings with connecting cables. The batteries shall be supplied in uncharged conditions and shall conform to relevant IS Specifications. Make of batteries shall be Exide/ Amaron / Prestolite.
- h. Standard Set of Tools consisting of Set of 3 Spanners, one Screw Driver, one standard plier and one nose plier of appropriate size shall be provided along with DG Sets free of cost for each of DG Sets.

**3. Control Panel:**

Control panel shall be able to start up/ stop the DG set as per need of the site and auto stop in case of major faults.

The panel shall be an enclosure with the IP-53 degree of protection to relevant IS and fabricated from minimum 1.5 mm thick steel sheet duly pre-treated and aesthetically finished.

The control panel shall have the following :

- a) Meters for Analog/ digital display of:
  - i) DG voltage/AC mains voltage.- 1 each
  - ii) DG output current- 1 no
  - iii) Power Factor – 1 no.
  - iv) Frequency – 1 no
  - v) KW – 1 no
  - vi) Energy – 1 no
  - vii) Running Hour – 1 no.
- b) Mode selector switch for setting the panel on any one position such as off , manual and test.
- c) Engine On-Off switch (Push button type).
- d) Emergency Stop push button ( with protective cover)
- e) MCCB of suitable rating and requisite nos. shall be provided.
- f) Rectangular aluminium bus bars (one number of each phase, neutral and earthing terminal) of adequate ratings duly colour coded with heat shrinkable PVC sleeves.
- g) Two contractors of suitable ratings (one for DG set & one for AC mains) with over load protection relay .
- h) High /Low voltage relay with alarm and shutdown facility.
- i) Battery charger complete with voltage regulator, float or booster selector switch. On-Off switch, Voltmeter & Ammeter for charging the battery from mains. This will be in addition to the battery charging alternator fitted on the engine.
- j) Instrument and control fuses.
- k) Five number indicating lights (LEDs) to indicate Mains ON, Load on Mains, Set Running, Load on DG set, and Battery Charger ON.
- l) Audio visual alarm for Low Lubricating Oil Pressure, High Water Temperature, Start Failure and DG Over Load.
- m) Any other switch, instrument, relay or contactor etc. Essential for smooth and trouble free functioning of DG Set (To be specified by the tenderer in their offer with complete details of the item).
- n) In case panel is to be placed separately (other than the base plate holding Diesel Engine & Alternator ) tender must include 15 Meter cable of adequate size, configuration for connecting panel with Alternator and diesel engine. However if panel is built in on the common base plate, this cable can be omitted

**4. General Requirements**

- 1 Supplier shall furnish complete & satisfactory test certificates for Engines, Alternator complete with enclosures used by them for each DG Set clearly identifying Make, Model & Ratings of the items tested, to the concerned Officer of BHEL-PSNR at the time of pre dispatch inspection.**
- 2 The testing of diesel generating sets shall be done at supplier works before despatch and shown to our representative during pre despatch inspection.**
- 3 The DG set should conform to mandatory noise level norms achieving Noise Level of 75 dB (A) at a distance of 1 meters in open environment, as per CPCB norms.**
- 4 1 Set of following Documents shall be provided with each set:**
  - O & M Manual of Diesel Engine / alternator.**
  - Spare parts catalogue of diesel engine.**
  - Test Certificate of diesel engine.**
  - Test Certificate of Alternator.**
  - Test Certificate of DG Set.**
- 5 DG Set Manufacturer shall furnish OEMs Test Certificate for Engine and Alternator.**

**BHEL-PSNR shall be informed about the details of nearest service centres (Name and Mailing address, E Mail, Telephone No. Etc) of Engine / Alternator manufacture who may be contacted for obtaining support during maintenance.**

- 6 Scope of supply shall include supply & supervision commissioning of the complete DG Sets at the site. First filling of all lubricants are in the scope of supplier.**

**Cable of 15 Meter length as indicated at point – n of control panel mentioned above shall also be included in scope of supply.**

- 7 Vender shall clearly indicate in their offer that, whether control panel is mounted on same base plate of diesel engine/alternator or being supplied separately.**
- 8 Installation of DG sets shall be in scope of BHEL however supplier to provide all civil foundation and earthing details through GA drawings at least 15 days ahead of commencement of actual dispatch so that Foundations / earthing arrangement may be made available by BHEL-PSNR in time. However, cabling between Alternator and control Panel shall be in the scope of supplier.**
- 9 All push buttons, lamps, meters, switches, MCCB's shall be of reputed make preferably such as L& T, Siemens, Kaycee, Automatic Electric,. Relays also shall be from reputed manufacturer**

**5. Data to be furnished with the tender**

**The tenderer must fill up the Annexure B (enclosed) with the necessary information against each point and submit the same along with technical part of the offer. The requirement of each point has been indicated in the column I and the vendor has to fill up the column II.**

**Bids of parties not meeting the requirements mentioned in column I may not be considered.**

**ANNEXURE-B****DATA TO BE FURNISHED BY VENDOR ALONG WITH BID (TECHNICAL PART)**

Sr.NO.	DESCRIPTION	REQUIRED/MAKE REQUIRED	OFFERED
		(COLUMN-I)	(COLUMN-II)
<b>1</b>	<b>ALTERNATOR</b>	Kirloskar/standford/Crompton Greaves/Cummins/Mahindra	
<b>1.1</b>	<b>Excitation</b>	Brushless	
<b>1.2</b>	<b>Class of insulation</b>	Class H	
<b>2</b>	<b>Diesel Engine (Water cooled)</b>	Cummins/kirloskar/Leyland /Crompton Greaves/Mahindra	
<b>2.1</b>	<b>Safety parameters</b>	Low lube oil pressure	
		High engine temprature	
		High water temprature	
<b>2.2</b>	<b>Batteries</b>	Exide/Amaron/Prestolite	
<b>3</b>	<b>Control panel</b>	Auto stop in case major fault	
<b>3.1</b>	<b>Meters</b>	Voltage	
		Current	
		Power factor	
		frequency	
		Power (KW)	
		Energy (KWh)	
		Running hour (Hrs.)	
<b>3.2</b>	<b>Stop push button</b>	Emergency push button	
<b>3.3</b>	<b>Protection</b>	Low/High voltage protection	
		Overload protection	
<b>4</b>	<b>Acoustic enclosure with noise limit</b>	≤75 db.	
<b>5</b>	<b>Cost for deputing and commissioning of each set at site has been included in the price given in the offer</b>	Yes	

**Failing of submission of Annexure 'B' shall result into rejection of the bid.**



## SPECIAL TERMS AND CONDITIONS

Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply, supervision for 1st commissioning of **Two NOS. 125KVA DIESEL GENERATOR SETS** as per detailed specifications in Annexure-1, so as to reach us before the date of opening. The tenders (Part I only) will be opened at 3.30 PM (IST) on **21.08.2011**.

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

**MANAGER/PURCHASE**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)  
Power Sector-Northern Region,  
Plot no.25, Sector 16 A PB NO. 55,  
NOIDA –201301 (INDIA)

The tenderers are advised to submit the bid in conformity with the following: -

**1. Offer should be submitted in two part bid system as under;**

**1.1 Part - I Techno-Commercial bid.** It should include the following: -

- i) Technical specifications along with necessary catalogues, drawings, and technical literatures if any for Engines , Alternators , switches , safety protections & alarms and other accessories of the offered **D.G Sets** in line with the technical specifications enclosed with this tender.
- ii) Documentary evidence of DG Sets manufactured /, supplied as per PQR .
- iii) Annexure B duly filled, signed and stamped.
- iv) Details of service facilities available in India for 'After Sales Service'.
- v) Unconditional Acceptance to tender techno-commercial terms and conditions.
- (vi) **Normally no deviations are allowed (Techno-Commercial). However, If there are any deviations, the same should be clearly specified.** Offer with deviations shall be liable for rejection. However depending upon circumstances if we are in position to accept certain commercial Deviation, same shall be subject to suitable loading which shall be informed to the bidders before price bid opening. BHEL's decision shall be final and binding. Bidders to submit Annexure-B duly filled and signed by authorized person along with technical part of bid.
- (vii) **Un priced Rate Schedule for confirming that the rates quoted are on F.O.R destination** (conforming that all columns & rows have been considered to arrive at Cost to BHEL basis as per rate schedule). Bidders may write the values of each item and the total amount in words and figures. In case of variations in values and the calculations, the lesser shall be considered.
- (viii) Bidders shall submit their offer in **INR only**, the same to be indicated in their offer (Part-I).



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- (x) Commercial  
This part shall include / indicate the following :
- a) Station of dispatch
  - b) Terms of payment
  - c) Taxes & duties applicable.
  - d) Delivery Schedule
  - e) Offer validity
  - f) A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details to be enclosed.(No hidden charges shall be accepted).

**1.2 Part II (Price bid) :-**

- i) As per Rate Schedule format enclosed.
- ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. **The bidders are required to quote only in Indian Currency for the rates as per rate schedule (on Page -15 of this tender), in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected.** No cutting / erasing /overwriting shall be done in the price bid.

**2. Following should be super scribed on the envelopes of the two parts of the Bid.**

**Part I: Techno-Commercial Bid:-**

Tender for:

Tender No.:

Due on :

**Part II (Price bid)**

Tender for:

Tender No.:

**3 Both Part I and Part II should be individually sealed and super scribed as indicated above and shall be enclosed in one main envelope duly sealed and super scribed as :**

**Tender for :**

**Tender No.:**

**Due on:**

**Containing Part I and Part II of the offer.**

**4 The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.**

**5 Inspection & Supervision for Ist Commissioning:** -The supplier shall offer the DG SETS for inspection at manufacturer's works as per national / international norms. Inspection shall be carried out in presence of BHEL engineers or its nominated representative..All consumables, testing equipments and instruments shall be arranged by supplier for inspection at manufacturer works. **First Commissioning of DG SETS shall be carried out at site in presence of engineers from supplier. Supplier to depute their service engineer within the quoted rates and all expenses towards arrangements of deputed engineer shall be in scope of supplier.** All consumables, Fuel & labour shall be arranged by BHEL. **However, testing equipments and instruments if required shall be arranged by supplier during commissioning of D.G.sets at site..**

**6. The delivery for all DG sets shall be Ex works within SIX WEEKS from date of P.O to the date of dispatch. Bidders to note the following.**

- (i) Scanned copy of P.O shall be e-mailed.
- (ii) GA Drawings if required to be submitted within 3 days from the date of P.O. Vender may e-mail the same to save time.

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- (iii) **Comments /Approval will be sent through e-mail within 2-3 days from the date of receipt of GA Drawings.**
- (iv) Supplier shall inform the readiness of D.G.sets and offer for pre dispatch inspection within 3-4 weeks after acceptance of P.O or approval of GA Drawings if applicable.

Note: a) Bidders are to quote best delivery. Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre paid basis. Goods to reach at destination within reasonable time say 2 weeks.

b) If any delay is attributable to BHEL,suitable extension in delivery shall be granted.

7. Offers should be valid for a period of 90 days from the date of Techno-Commercial bid (Part-I) opening.

7. Offers should be valid for a period of 180 days from the date of Techno-Commercial bid (Part-I) opening.

9. The equipment being offered should be of robust design and suitable for operations in Indian climatic conditions such as saline atmosphere, ambient temperature upto 50<sup>0</sup> C. The electrical and controls should be tropicalised to withstand such climatic conditions.

**10. Payment Terms:** Tenderer shall adhere to the following payment terms :-

- a) 80% of Ex-Works value of **D.G Sets** and accessories / spares with 100% taxes, duties, packing & forwarding within 30 days after receipt of dispatch documents.
- b) 10% of Ex-Works value of **D.G Sets** and accessories along with Freight & Transit Insurance within 30 after receipt of material at site. (Supplier to submit the copy of LR duly endorsed by BHEL site authority for receipt of material at site)
- c) 10% of Ex-Works value of **D.G Sets** and accessories within 30 days on successful commissioning of **D.G Sets** at sites , ( Supplier to submit the claim with PBG as per warrantee clause and the commissioning certificate issued by BHEL site authority , bank guarantee as per format enclosed with tender equal to 10% of the order value which shall be valid up to 12 months from the date of commissioning )

The set of despatch documents for 80% payment shall be as follows

- Three Original of tax Invoices (Cenvat / Modvat Invoice)
- One original and one copy of Packing List
- Copy of LR .
- Inspection and Test Certificate of the DG Sets at Manufacturer Works, duly certified by BHEL or its Authorised Agency or its waiver.
- Warranty Certificate for the goods

**NOTES:-**

- (i) Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.
- (ii) **No advance shall be paid.**

**11. Warranty: -**

The **D.G Sets** offered shall carry a warranty for a period of 12 months from the date of commissioning at site. **Rectification / replacement required during the warranty period will be arranged by the supplier free of cost including to and fro transport charges and import duty/excise duty/other taxes/insurance etc payable on replacement items. Supplier to submit the Performance Bank Guarantee (PBG) equivalent to 10% of P.O Value which shall be valid for a period of 12 months from date of commissioning of D.G.Sets .**

12. **The tenderers shall also provide free visits of their service engineer from manufacturer's works / service centers for attending the faults during the warranty period.**
13. All lubricants / consumables (except fuel), if required for successful commissioning of the D.G sets shall be supplied along with the D.G sets without any extra cost.
14. **Manufacturing Test certificates for Both the D.G.Sets shall be provided wirth dispatch. Supervision for Ist commissioning at site shall be provided by the supplier without any extra charges (All consumables shall be arranged by BHEL at site).**
15. **Service support of the equipment under purchase is of utmost concern.** Tenderers shall elaborate on the service network and spare parts availability, which are to be ensured to maintain the equipment after initial commissioning and completion of warranty period. In case service/spare parts facilities are not available in India, tenderers shall indicate the maximum possible time in making such services available from places outside India.
16. **The tenderers shall also provide free visits of their service engineer from manufacturer's works / service centers for attending the faults during the warranty period in case of any complaint by the end user .**
17. On acceptance of techno-commercial and price bids, **BHEL reserves the right to conclude the contract either on Ex- works or FOR site basis at its sole discretion. However bidder to submit rates on F.O.R site basis.**
18. All sheets of the offer should be duly signed and stamped by the tenderers.
19. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.

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**GENERAL TERMS & CONDITIONS**

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification as per technical specifications of tender.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per **clause 10** of "**SPECIAL TERMS AND CONDITIONS**" (enclosed).

**No advance shall be paid.**

All payments shall be done through Electronic Funds Transfer supplier shall submit bank details with bill invoices. In case of payment through Bank, all incidental charges will be to the Beneficiary's account.

5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
6. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.
7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
8. Supply against orders will be subject to the General Conditions of Contract prevailing in **Bharat Heavy Electricals Limited**.
9. Where Sales Tax is payable extra it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer.
10. **Liquidated Damages:** It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches 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 ½% ( half percent) of the value of goods in arrears per week subject to a maximum of 10% ( ten percent) of order value, will be levied at the discretion of the purchaser, without prejudice to any other relief or compensation due to the purchaser under any other condition to the contract.
11. **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 or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss,

which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 10 above.

12. **Inspection:** All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment. The tenderers shall also offer load test/over load test of the crane at manufacturers works in presence of engineers from BHEL. Load test shall also be carried out with available load at site as per load chart of the crane.
13. **Performance Bank Guarantee** :- Goods will be guaranteed by the tenderer against any manufacturing defect, bad workmanship, bad material used etc., for a period of 12 months from the date of commissioning at site. Any material found defective or fails within the guarantee period due to any of the above reasons within this period will have to be replaced by the supplier free of cost, and any other charges including to and fro transportation charges etc. will also be borne by him. **A Bank Guarantee from bank as per enclosed list or any scheduled bank, and equal to 10% of the order value and valid upto 12 months from the date of commissioning of D.G.Sets at site for the satisfactory performance of the store shall be furnished at the time of claiming final 10% payment.**
14. **Insurance:** - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks including 120 days storage risk from the date of delivery of the goods at the final destination.

In all other cases, supplier must furnish particulars of despatch i.e. station of despatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after the despatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

**Note : However, the supplier shall still remain responsible for defective parts or short supply and defective packing.**

15. **Metric System:-** Suppliers are requested to give metric measurements while quoting.
16. **Arbitration** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 The place of Arbitration shall be New Delhi(India).
17. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

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## ANNEXURE-II

**RATE SCHEDULE****ANNEXURE-II**  
**RATE SCHEDULE**

SL.N o.	DESCRIPTION	UNIT RATE IN INR	TOTAL PRICE IN INR
1	LUMP SUM PRICE FOR SUPPLY OF 02 (TWO) NUMBER OF <b>125 KVA DIESEL GENERATOIR SETS</b> AS PER DETAILED SPECIFICATIONS ENCLOSED WITH TENDER ENQUIRY AS PER ANNEXURE –A & B		
2	PACKING AND FORWARDING CHARGES		
3.	NET BASIC PRICE ( SL NO 1 + SL NO 2 )		
4.	EXCISE DUTY APPLICABLE .		
5.	CST WITHOUT C FORM APPLICABLE ON SL NO 3 AND THE EXCISE DUTY AT SL NO 4 ABOVE.		
6.	FREIGHT AND TRANSIT INSURANCE CHARGES FROM MANUFACTURING WORKS UPTO DESTINATION. .		
7.	LUMPSUM CHARGES OF SUPERVISION INCLUDING ANY TAX FOR COMMISSIONING OF D.G.SETS AT SITE.INDICATE THE RATE OF APPLICABLE TAX		
8.	<b>GRAND TOTAL OF F.O.R PRICE</b> (SL NO 3 + SL4 + SL NO5 + SL NO6+ SL NO 7) .		
9..	<b>CENVAT BENEFIT TO BHEL IN LINE WITH NOTE -2 BELOW.</b>		
10.	<b>NET COST TO BHEL AFTER CONSIDERING THE CENVAT BENEFIT</b> ( SL NO 8 – SL NO 9).		

**NOTES:**

1. **Tenders will be evaluated based on the total price for all the TEN D.G Sets quoted upto FOR Site after considering CENVAT benefit to BHEL.** Bidders are requested to quote for each and every item from 1 to 5 as indicated above. Please indicate NIL against items not applicable.
2. CENVAT/MODVAT credit: 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 charged to us. If the tenderer is availing **MODVAT** credit for his input materials, the effect of Performa credit should be passed on to the purchaser.
3. Any other charges, if not specified above, may also be indicated.
4. Incomplete offer received may not be considered.
5. The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
6. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.

(Signature and Seal of Tenderer)

**Formats for execution of Performance Bank Guarantees:**

**Note:- The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned 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 mutually agreed at the time of establishing the PBG.**

**PERFORMANCE BANK GUARANTEE**

- 1 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 620014 (hereinafter called "the Company") having entered into a contract with ..... hereinafter called "the said contractor" which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the Contract No: ..... dated ..... between BHEL, Tiruchirapalli 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 there under 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 betaken 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 claim 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 will be 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 the 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 of 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 unrealized.
9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Delhi.
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 authority granted to him/them by the guarantor

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 set out Bank Seal the      Day    month 200.