



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 – 2 01301 (INDIA)
Phone: 91-120-2416278 / 2416447
Fax 91-120-2416528
Email: sana@bhelpsnr.co.in / vks@bhelpsnr.co.in

TENDER NOTICE

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
BHEL/PSNR/SCP/ SANA/ E-2242	Supply, installation and commissioning of complete electrical power distribution arrangement comprising of 440 V, 4 Wire, 5000 A Power distribution board, Ring mains unit, Oil filled transformers and phase bus duct	04-01--2012 3.30PM (IST)

Notes:

1. For detailed tender enquiry, please visit BHEL web site www.bhel.com

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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
BHEL/PSNR/SCP/ SANA/ E-2242	Supply, installation and commissioning of complete electrical power distribution arrangement comprising of 440V, 4 wire, 5000 A, Power distribution board , ring mains unit, oil filled transformers 4 MVA and non-segregated phase bus duct as per Annexure-I.	04-01-2012 3.30PM (IST)

Destination for supply is **BHEL Site office, Lalitpur power energen co ltd, Bajaj Hindustan limited, 3X 660 MW, Super critical TPP at Mirchwarra and Baragaon near Utari river, in Lalitpur near Jhansi of U.P.**

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 PAYABLE AT NOIDA.**
- 2) OFFERS FROM ONLY THOSE BIDDERS SHALL BE CONSIDERED WHO ARE MANUFACTURERS OF POWER DISTRIBUTION BOARDS / SWITCH GEARS. HOWEVER ELECTRICAL ITEMS SUCH AS POWER DISTRIBUTION TRANSFORMER, CIRCUIT BREAKER AND OTHER AUXILIARIES REQUIRED AS PER THE TECHNICAL SPECIFICATIONS MAY BE OUT SOURCED AFTER APPROVAL OF BHEL.**
- 3) BIDDERS SHALL SUBMIT THE DOCUMENTARY PROOF FOR COMPLETING THE SIMILAR OR HIGHER RATING OF ABOVE WORK AND MUST HAVE HANDLED MINIMUM TWO ORDERS WITH SOME REPUTED COMPANIES .**

NOTES:-

The Tender Document shall comprise of following;

- (1) Tender Notification
- (2) Tender Invitation
- (3) Annexure-1 (Technical Specifications)
- (4) Annexure-II Unpriced format be filled by the tenderers)
- (5) Special Terms & Conditions.
- (6) General Terms & Conditions.
- (7) Annexure-III (Price format)
- (8) Rate Schedule
- (9) Format for PBG
- (10) Procedure / Format for Reverse Auction
- (11) Non disclosure Agreement form
- (12) Format for bank details (Annexure IV)

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- (ii) 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.
- (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 04-01-2012**. Request for issue of tender document should clearly indicate Tender No. and work.
- (iv) Offers must be submitted to the undersigned **latest by 04-01-2012** before opening of technical bid commences. Technical bids shall **be opened at 15.30 Hrs. (IST) on 04-01-2012**.
- (v) All corrigendum, addenda, amendments, time extensions, clarifications, etc to the tender will be hosted on BHEL website (www.bhel.com) only (apart from unit website - if any). Bidders should regularly visit website to keep themselves updated"
- (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) BHEL reserves the right to finalize the lowest bidder through Reverse Auction Procedure.
- (X) Price Comparison shall be done on one lot basis comprising of all the items as per Technical Specifications. However bidders should quote the item wise rates for all the 04 Items as per price schedule.

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ANNEXURE I

DETAILED TECHNICAL SPECIFICATIONS AND QUANTITIES OF REQUIRED ITEMS

- 1) **Power Distribution Board:-** 440 V, 4 wire, 5000 A, Power distribution board consisting of main bus bars (copper), 01 no. of 5000 A ACB incomer & 5 nos. of 1000 A, ACB feeders (having electrical operation, Mech spring charging, 20/C+E/F protection); 4 X 200 A SFUs, 4 X 400 A SFUs, 4 X100 A SFUs etc. In addition normal indications and metering and earth bus to be provided.

Energy meter at breaker feeder

Note: Automatic power factor correction panel feature to maintain power factor above 0.95 assuming of inductive load 2200 KVAR.

Panels are floor mounted & of 2 MM (min) thick sheet, outdoor type (IP 55), Powder coated having major components from L&T/GE/Siemens, control & Switchgear, Schneider Electricals, Control & Schematic, Havells, ABB, BCH

Busbar of Copper, current density 1A/mm².

All ACBs are drawn out type & 3 pole & 4 wire, earth bus bars to be copper of required size etc. Digital energy meter at breaker feeder.

- 2) **Ring mains unit:-** 11 KV, 300A with one incomer, two outgoing feeders with isolators.
- 3) **Oil filled transformers:-** 4 MVA-with OTI, WTI, Buchholz protection feature 11 KV/440 V with offload taps +/- UP to 3.0% with as per relevant IEC standards, current density < 2.5 A/mm² Flux density <1.55 Tesla at rated voltage & Frequency over fluxing factor=1.1 (Continuous & 1.25 for 60 secs etc with low losses & low noise etc
- 4) **BUS DUCT:-** 5000 A interconnecting non segregated phase bus duct between transformer LV side to 5000A PDB. Its dimensional details shall be accordingly the size of marshalling box of transformer & Power distribution board.

Major components/Equipments from L&T/GE/SIEMENS/CONTROL & SWITCHGEAR, SCHNEIDER ELECTRICALS, CONTROL & SCHEMATIC, HAVELLS, ABB, BCH

Supply & installation of above at site with commissioning at site with relevant electrical clearance as per state electricity rules/customer.

Quantity

1. 01 set of item no.1
2. 01 no. of item no.2
3. 01 no. of item no.3
4. 01 no. (about 8m) of item no.4

ANNEXURE-II (UN PRICE FORMAT) TO BE PART OF TECHNICAL PART				
Sl. No.	DESCRIPTION	QUANTITY	RATE/UNIT RS.	TOTAL AMOUNT RS.
1)	440 V, 4 wire, 5000 A, Power distribution board consisting of main bus bars (copper), 01 no. of 5000 A, ACB incomer & 5 nos. of 1000 A, ACB feeders (having electrical operation, Mech spring charging, 20/C+E/F protection); 4 X 200 A SFUs, 4 X 400 A SFUs, 4 X100 A SFUs etc. In addition normal indications and metering and earth bus to be provided. Energy meter at breaker feeder Note: Automatic power factor correction panel feature to maintain power factor above 0.95 assuming of inductive load 2200 KVAR.	1 SET	QUOTED/NOT QUOTED	QUOTED/NOT QUOTED
2)	Ring mains unit, 11 KV, 300A with one incomer, two outgoing feeders with isolators	1 NO.	QUOTED/NOT QUOTED	QUOTED/NOT QUOTED
3)	Oil filled transformers 4 MVA-with OTI, WTI, Buchholz protection feature 11 KV/440 V with offload taps +/- UP to 3.0% with as per relevant IEC standards, current density < 2.5 A/mm ² , Flux density <1.55 Tesla at rated voltage & Frequency over fluxing factor=1.1 (Continuous & 1.25 for 60 secs etc with low losses & low noise etc	1 NO.	QUOTED/NOT QUOTED	QUOTED/NOT QUOTED
4)	5000 A interconnecting non segregated phase bus duct between transformer LV side to 5000A PDB. Its dimensional details shall be accordingly the size of marshalling box of transformer & Power distribution board	1 NO.(About 8 m)		
5)	P&F		QUOTED /NA	QUOTED /NA
6)	EXCISE DUTY		QUOTED /NA	QUOTED /NA
7)	CST WITHOUT FORM C		QUOTED /NA	QUOTED /NA
8)	FREIGHT AND TRANSIT INSURANCE		QUOTED/NOT QUOTED	QUOTED / NOT QUOTED
9)	INSTALLATION AND COMMISSIONING		QUOTED/NOT QUOTED	QUOTED / NOT QUOTED
10)	SERVICE TAX IF ANY		QUOTED/NOT QUOTED	QUOTED / NOT QUOTED
11)	TOTAL ORDER VALUE		QUOTED /NA	QUOTED /NA
12)	CENVAT TOWARDS E.D AND SERVICE TAX		QUOTED /NA	QUOTED /NA

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13)	NET VALUE (COST TO BHEL AFTER CONSIDERING CENVAT)		QUOTED /NA	QUOTED /NA
14)	DELIVERY		AS PER TENDER TERM	
15)	PAYMENT TERMS		AS PER TENDER TERM	
16)	WARRANTY		AS PER TENDER TERM	
17)	VALIDITY		AS PER TENDER TERM	
18)	OTHERS			

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 Installation and commissioning of complete Power Distribution System Comprising of PDB, ring mains unit, oil filled transformers and phase bus duct 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 04-01-2012

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 Power Transformer , Circuit Breaker , switches , Indicators Etc. and other accessories of the offered item in line with the technical specifications enclosed with this tender.
- ii) Documentary evidence of similar items manufactured / supplied as per PQR .
- iii) Annexure I, II and III be 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).

- (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 -13 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: -The supplier shall offer the above items 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. .Installation and **Commissioning of above items shall be carried out at site by 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 & labor shall be arranged by supplier. **testing** equipment and instruments if required shall be arranged by supplier during commissioning of above items at site..**

1. The delivery for all above items shall be Ex works within Eight 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 one week from the date of P.O. Vendor may e-mail the same to save time.
- (iii) Comments /Approval will be sent through e-mail within 2-3 days from the date of receipt of GA Drawings.

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- (iv) Supplier shall inform the readiness of required items and offer for pre dispatch inspection within 4-5 weeks after acceptance of P.O or approval of GA Drawings if applicable.
- (v) Installation and Commissioning shall be completed within 10 days from date of Competition of Delivery.
- (vi) Supplier to depute their representative during unloading of material. However BHEL shall provide a suitable place for storage of material and one single electrical point free of cost at site and all other tools and tackles required for installation and commissioning shall be arranged by supplier within the quoted rates.

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.

6. **Validity of Offer:-** Offers should be valid for a period of 90 days from the date of Techno-Commercial bid (Part-I) opening.

7. The equipment being offered should be of robust design and suitable for operations in Indian climatic conditions such as saline atmosphere, ambient temperature upto 50⁰ C. The electrical and controls should be tropicalized to withstand such climatic conditions.

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

- a) 80% of Ex-Works value of **above items** with 100% taxes, duties, packing & forwarding within 30 days after receipt of dispatch documents.
- b) 10% of Ex-Works value of above items along with Freight & Transit Insurance within 30 days 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 above items along with the installation and commissioning charges within 30 days on successful commissioning of above items at sites, (Supplier to submit the claim with PBG as per guarantee 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 issued 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.**

9. **Warranty: -**

The **above items** 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.**

10. 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.

11. **Manufacturing Test certificates for the above items shall be provided with 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).**
12. **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.
13. **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 .**
14. 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.**
15. All sheets of the offer should be duly signed and stamped by the tenderers.
16. 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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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 8** 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.
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 above items 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-III

RATE SCHEDULE

Sl. No.	DESCRIPTION	QTY WITH UNIT	UNIT RATE IN INR	TOTAL PRICE IN INR
1.	Supply, of 440 V, 4 wire, 5000 A, Power distribution board consisting of main bus bars (copper), 01 no. of 5000 A, ACB incomer & 5 nos. of 1000 A ACB feeders (having electrical operation, Mech spring charging, 20/C+E/F protection); 4 X 200 A SFUs, 4 X 400 A SFUs, 4 X100 A SFUs etc. In addition normal indications and metering and earth bus to be provided. Energy meter at breaker feeder Note: Automatic power factor correction panel feature to maintain power factor above 0.95 assuming of inductive load 2200 KVAR	01 SET		
2.	Supply of Ring mains unit, 11 KV, 300A with one incomer, two outgoing feeders with isolators	01 NO.		
3.	Supply of Oil filled transformers 4 MVA-with OTI, WTI, Buchholz protection feature 11 KV/440 V with offload taps +/- UP to 3.0% with as per relevant IEC standards, current density < 2.5 A/mm² Flux density <1.55 Tesla at rated voltage & Frequency over fluxing factor=1.1 (Continuous & 1.25 for 60 secs etc with low losses & low noise etc	01 NO.		
4.	Supply of 5000 A interconnecting non segregated phase bus duct between transformer LV side to 5000A PDB. Its dimensional details shall be accordingly the size of marshaling box of transformer & Power distribution board	1 NO. (About 8 m)		
5.	TOTAL BASIC PRICE (SL NO.1 +SL NO.2+SL NO.3+SL NO.4)			
6.	PACKING AND FORWARDING CHARGES			
7.	EXCISE DUTY APPLICABLE			
8.	CST WITHOUT C FORM APPLICABLE ON SL NO. 5 AND THE EXCISE DUTY AT SL NO. 7 ABOVE			
9.	FREIGHT AND TRANSIT INSURANCE CHARGES FROM MANUFACTURING WORKS UPTO DESTINATION			

10.	LUMPSUM CHARGES OF INSTALLATION AND COMMISSIONING			
11.	SERVICE TAX ON INSTALLATION CHARGES			
12.	GRAND TOTAL OF ALL ABOVE			
13.	CENVAT BENEFIT TO BHEL IN LINE WITH NOTE -2 BELOW			
14.	NET COST TO BHEL AFTER CONSIDERING THE CENVAT BENEFIT (SL NO. 12 – SL NO. 13).			

NOTES:

1. **Tenders will be evaluated based on the total price for all the items quoted upto FOR Site after considering CENVAT benefit to BHEL.** Bidders are requested to quote for each and every item from 1 to 4 as indicated above.
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.
7. Price comparison shall be done on one lot basis. However bidders to indicate the individual item rates as above.

(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
Here unto set out Bank Seal the Day month 200.

TENDER NO: BHEL/PSNR/SCP/SANA/ E-2242 dated: 14-12- 2011 due on 04-01-2012
BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed price bid, which will be decided after technical evaluation. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.

Information and general terms and conditions governing RA are given below.

In case BHEL decides to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

- (a) Name of Designation of official
- (b) Postal Address (Complete)
- (c) Telephone Nos. (Land line & Mobile both)
- (d) FAX No.
- (e) E-mail address
- (f) Name of Place/State/Country, wherefrom he will participate in the 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 reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

1. 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.
2. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
3. Business rules like event date, time, and 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. During Reverse Auction, if no bid is received within the specified time, BHEL at its discretion, may decide to revise opening price/scrap the reverse auction process/proceed with conventional mode of tendering.
11. 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.
12. 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.
13. Bids-given by the bidders during the Reverse Auction process will be taken as an offer to execute the work. Bids once made by the bidder, can not be cancelled/withdrawn and bidders shall be bound to execute the work as mentioned above at the final bid price. Should be bidder (Lowest) back out and not execute the contract as per the rates quoted, BHEL shall take action as appropriate.

NON DISCLOSURE AGREEMENT

Memorandum of understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s _____, providing _____ services to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR :

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

M/S BHEL, PSNR

M/S -----

JE/SCP

Annexure - IV

FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA

(To be given in letterhead along with a copy of cancelled cheque/ certification from bank)

Beneficiary Name :

Bank Name & Branch :

MICR Code (9 Digit) :

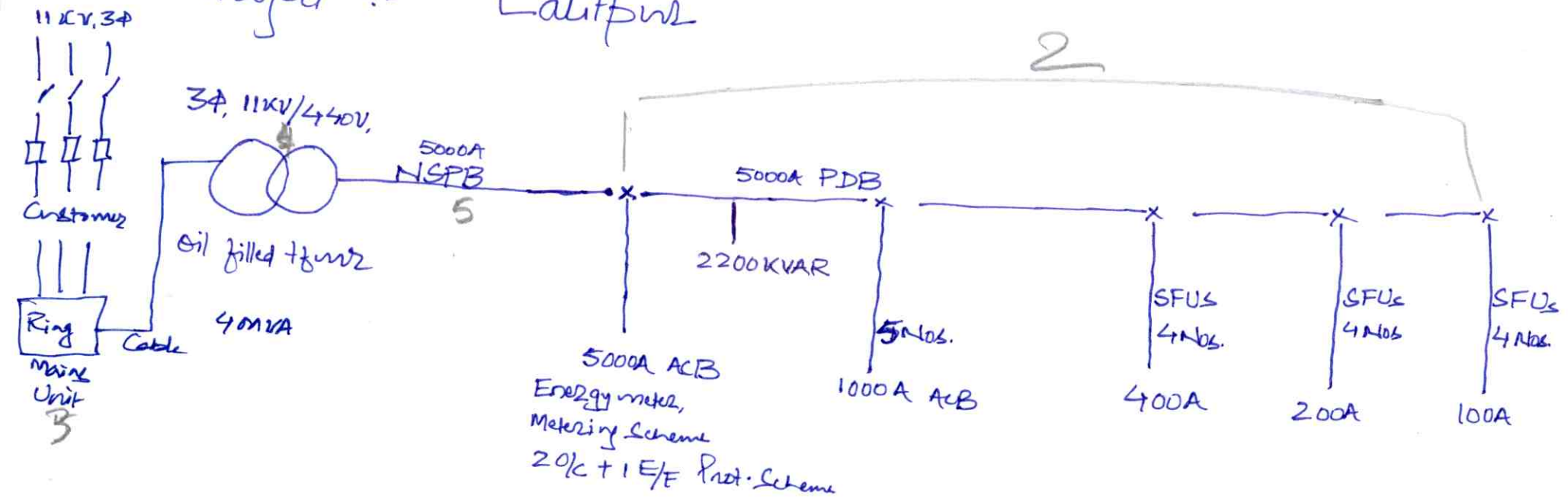
IFSC CODE (For NEFT) :

Beneficiary Account No. :

Beneficiary E-mail ID :
(for payment confirmation)

Construction Power Scheme

Project :- Lalitpur



for installation of above, the complete set including PDBs, interfacing NSPB, trans, RMUC shall be provided from one party.

Answer