

No. Cap/OT/10

Dated: 04/01/2011

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.
2. Last date for taking tender documents and Opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. Intending vendors must remit the tender fee of Rs. 2,000.00 for indigenous supplies (equivalent foreign currency \$ 50.00 / €40.00) from foreign vendors against each tender along with the requisite EMD in the form of bank draft **only (Cheque / Bank Guarantee are not acceptable)** while submitting the tender documents as detailed in "Instruction to Bidders", after down loading from this web site.
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents

Sl. No.	Tender No.	Description of Equipment	Qty. (Set.)	Last date to get from BHEL	Opening date
1.	C/6410/2009/8212T	CNC Lathe SOC 3000 mm CD 11000 mm & Weight Capacity 120 Tons. (as per enclosed specification)	1	29/01/2011	31/01/2011

- Guarantee certificate required
- Test certificate required
- Operation and Maintenance Manual required
- Recommended spares required
- Special Tools required
- Erection & commissioning required at BHEL Haridwar
- Pre-inspection by BHEL required
- MODVAT applicable

Drawings mentioned in the technical specifications need to be collected in person / e-mail against specific request vide e-mail / letter from Capital Purchase, BHEL HEEP Haridwar free of cost. Agents can collect drawings only if they carry necessary written request and letter of Authorization issued by their principal.

Gurmit Singh
AGM (PPX-CAP, S)



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 285291

Enq. No.: C/6410/2009/8212T

Date of issue : 04/01/11

Due Date : 31/01/11

M/S.....

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Sub: Tender Enquiry No. C/6410/2009/8212T

Dear Sir,

We are pleased to invite your offer in TWO PARTS strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (Set.)	Delivery Required	EMD (Earnest Money Deposit)
1.	CNC Lathe SOC 3000 mm CD 11000 mm & Weight Capacity 120 Tons. (as per enclosed specification)	1	15/10/11	Rs. 1,00,000 (One Lac only) or equivalent foreign currency

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendor should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

Part-1 bids shall be opened of those vendors **ONLY AFTER ENSURING PROOF AVAILIBLITY OF EMD AND TENDER FEE (PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE {drawn in favor of BHEL Hardwar} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD & TENDER FEE")** at 2 PM on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

All Govt. of India / PSU / State Govt. entities / **NSIC registered vendors (if registered for tendered item)** are exempted from submission of EMD.

NSIC registered vendors (if registered for tendered item) are also exempted from submission of tender fee (As per GM MM approval)

Purchase preference will be given to CPSE s as per GOI notification no. DPE/13(12) 2003-Fin. Dated 26th Oct'04

KINDLY READ "INSTRUCTIONS TO BIDDERS" THOROUGHLY. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Thanking You,
Yours Faithfully,

For & ON BEHALF OF BHEL, HARDWAR

AGM (Capital Purchase)

Instruction to bidders

Clause 1.0 :

The tenders shall be submitted in three parts (part I Techno -Commercial Bid, part II price Bid & part III vendor evaluation form) as described below on or before the due date.

- **The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored.**
- Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals / companies – representative / adviser / retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc. are agents)

The bidders (originals manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. **Unsigned bids shall be ignored.**

However, the suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.

Clause 1.1 : PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- a) Complete Technical offer
- b) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- c) Acceptance of commercial terms by vendor as per **Annexure I**.
- d) Deviation with reference to specification to be laid down on separate sheet.

Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses the same will be considered for final evaluation,

- e. Copy of price Bid (without prices).
- f. The rating of the company quoting for this tender from a third party (independent agency) preferably by M/S Dun and Bradstreet should be submitted. (DUN NUMBER). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years** in absence of DNB / third agency report.

- k) Any additional documents (please specify).

Clause 1.2 : PART-II (PRICE BID)

The price Bid (with price) to be submitted with part I, for the complete scope strictly as specified in the price Format attached as Annexure-II.

Prices are to be indicated in both figures and words. Incase of any discrepancy of value the prices quoted in words shall be considered for evaluation and establishing L1 status.

If price bid is not submitted along with the technical bid, the offer will be rejected out rightly.

Clause 1.2.1

- a) Foreign Suppliers: The prices are to be quoted on C&F Mumbai (Sea) / New Delhi (Air) basis. The bidder who quote on other than C&F Mumbai / New Delhi basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port,

against the enquiry/freight rate available with BHEL. Further non-availability of ship will not be accepted for rescheduling or waiver of penalties.

b) Indigenous suppliers : Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.

c) Insurance during transportation shall be taken care of by BHEL.

d) Applicable sales Tax, Excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation.

e) The comparison between foreign and indigenous bids shall be done based on the **Total Landed price** basis (FOR Destination).

Clause 1.3 :

Part-III - Supplier Registration/ evaluation form (SRF)

The SRF duly filled up will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness

Vendor evaluation form can be downloaded from www.bhel.com. BHEL registered vendors (registered with permanent code M, N, S) need not to submit SRF.

For New Vendors, the SRF is to be submitted essentially for the items having value more than Rs. 20 lacs, failing which the offer will not be considered further.

For Vendor registered with T code, VRF is to be submitted essentially along with the offer, failing which the offer will not be considered further.

Clause 2.2 :

PART-I containing techno-commercial part and part-III containing vendor Registration/ evaluation form will be opened on the date and time specified in the covering letter, in the presence of those **vendors**, who wish to attend **the tender opening**.

Following is to be added:

Offer should be complete in all respect (i.e. Part-I, Part-II, Part-III and Part-IV)

Clause 2.3 :

a. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.

b. BHEL reserves the rights to place order for tendered quantity on more than one vendor

Clause 2.3.1:

The part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders whose techno-commercial bid and financial health has been found acceptable.

BHEL reserves the right to evaluate vendors process capability / quality systems etc by visiting vendor works (if required)

Clause 3.1 :

The following shall be subscribed on the envelopes:

1. PART-I

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING.
3. "TECHNO-COMMERCIAL BID PART-I"

2. PART-II

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING OF PART-I.
3. "PRICE BID PART-II".

3. PART-III

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING.
3. Vendor evaluation form. Can be downloaded from, www.bhel.com

4. PART-IV

EMD AND TENDER FEE. : Details of Drafts attached (Amount, No, Bank, Branch, Issue date)

Clause 3.2 :

The part-I, part-II, part-III **and part-IV** shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as :

"TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----
-----CONTAINING PART-I, PART-II, **PART-III & PART IV** OF THIS OFFER." Vendor's full name and address should be clearly mentioned on the envelope

Clause 3.3 :

Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 4: As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, One agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further such Indian Agent are likely to be de-listed (Black listed for business from BHEL)

Thanking You,

Yours faithfully,
For & on behalf of BHEL, Hardwar.

AGM (PPX-CAP)

ANNEXURE – I :- ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

BHEL Terms	Vendor's Acceptance
<p>1. Payment terms:</p> <p><u>For indigenous supply :</u> 80% of material cost to be paid against dispatch documents through bank and balance 20% of material cost + E&C charges (all the services provided at BHEL) will be paid after satisfactory erection & Commissioning and submission of PBG of 10% of total order value in BHEL prescribed format from any consortium bank of BHEL and valid for full guarantee period.</p> <p><u>For import supply :</u></p> <p>80% of FOB value + 100% sea freight charges to be paid through 1st L/C against dispatch documents through bank and balance 20% of FOB value + E&C charges (all the services provided at BHEL) will be paid after satisfactory erection & Commissioning and submission of PBG of 10% of total order value in BHEL prescribed format from any consortium bank of BHEL and valid for full guarantee period.</p>	
<p>Note (for import supply only) :</p> <p>a) 1st L/C for 24% of FOB value will be opened along with PO after receipt of Security Deposit BG & and clean order acceptance and later on 2 months before dispatch this 1st LC will be enhanced to complete 80% of FOB value + 100% sea freight charges and shall be valid till 1 month after dispatch for negotiation.</p> <p>b) 2nd L/C for 20% of material cost + E&C charges (all the services provided at BHEL) shall be opened before vendor's E&C personnel starts for BHEL Haridwar.</p> <p>c) First LC will be opened after receipt of bank guarantee towards security deposit and clean order acceptance.</p> <p>If above payment terms are not agreed by vendor, loading on vendor's price will be as per following :</p> <p>Payment at the time of dispatch against shipping/dispatch documents (Amount Y):</p> <p>"1.5% per month for the amount Y exceeding 80% of contract value i.e. 1.5% of (Y-0.8Z) where Z is the contract value.</p>	

BHEL Terms	Vendor's Acceptance
<p>As such loading of 6% will be done for imported (considering 4 months needed from the date of dispatch to final acceptance of machine/material) and 3% for indigenous items. (considering 2 months from the date of dispatch to final acceptance of machine/material) "</p>	
<p>2. PBG terms</p> <p>Performance Bank Guarantee to be submitted on the BHEL prescribed format equal to the value of 10% of the total contract value (Total contract value Includes Total material cost + packing & forwarding + freight + E&C charges) valid for full WARRANTY / GUARANTEE agreed period. This bank guarantee shall have to be submitted before release of last balance payment.</p> <p>Note : In case of foreign vendors if some indigenous supply is involved then PBG value shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.</p>	
<p>3 CURRENCY OF PAYMENT: (Euro / Dollar / CHF/ Rs. etc.)</p>	
<p>4 For indigenous supply the currency shall be Indian Rupees</p>	
<p>5. CHARGES FOR SERVICES AT BHEL HARIDWAR :</p> <p>Services to be rendered at BHEL Haridwar like E&C, proving, training to operators, supervising foundation work etc. For Indian Suppliers: It should be quoted in Rupees.</p> <p>For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees.</p> <p>These charges are essentially to be indicated separately in price bid. Vendor to confirm.</p>	
<p>6. TAXES :</p> <p>All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at</p>	

BHEL Terms	Vendor's Acceptance
the end of financial year if required.	
<p>7. Security Deposit :</p> <p>Vendor has to submit security equal to the amount of 5% of the total contract value (Total contract value Includes Total material cost + packing & forwarding + freight + E&C charges) in the currency of order within one month of receipt of order in the form of Bank Guarantee in BHEL format from BHEL consortium bank valid up to two months beyond shipment. SSI units registered with NSIC for the tendered items are exempted from submission of security deposit up to the monetary limit. However, copy of NSIC certificate to be included in the technical offer.</p> <p>Note : In case of foreign vendors if some indigenous supply is involved then Security BG value shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.</p>	
<p>8. ORDER ACCEPTANCE :</p> <p>Bank guarantee towards security deposit and order acceptance (ink-signed) will be submitted within 30 days from the date of PO.</p>	
<p>9. Submission of Bank Guarantee :</p> <p>All bank guarantees for security deposit as well as performance bank guarantee should be from one of the BHEL consortium banks (annexure-III) and the bank guarantees should be in the proforma as prescribed by BHEL (annexure-IV). The performance bank guarantee as well as the list of consortium banks is displayed at BHEL web-site www.bhelhwr.co.in however, in case the bank guarantee is not from BHEL consortium banks, then the vendor has to confirm bank guarantee on consortium bank and the bank charges are to be borne by the bidder.</p>	
<p>10. Late delivery penalty Clause (LD):</p> <p>Penalty for late delivery shall be applicable @ 0.5% per week and part thereof subject to a maximum of 10% for total Contract value (Total contract value Includes Total material cost + packing & forwarding + freight + E&C charges).</p>	

BHEL Terms	Vendor's Acceptance
<p>However, in case any vendor does not accept LD minimum of 5% of total contract value, their offer will be ignored.</p> <p>(Note : In case of foreign vendors if some indigenous supply is involved then Late Delivery Penalty shall be applicable on combined order value (Import order value + indigenous order value in foreign currency) and shall be deducted from 2nd LC of balance payment.)</p> <p>Vendors accepting LD terms different from the proposed terms of 0.5% maximum 10%, their prices (FOB for imported and ex-factory for indigenous) will be loaded @ %age deviation from BHEL requirement of maximum 10%. If the vendor does not accept the above, their offer is likely to be ignored and technical bid will not be processed.</p> <p>For calculating Late Delivery penalty delivery date shall be considered as per following :</p> <p><u>1. Indigenous Suppliers:</u></p> <p>a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR vendor works:- Date of GR/LR c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank)</p> <p><u>2. Foreign Suppliers:</u></p> <p>a. Delivery FOB / FCA port of discharge:- Date of BL/AWB b. Delivery C&F/CPT port of destination:- Date of AWB/BL c. Where indigenous supply (Ex-works / FOR vendor works) is involved :- Date of BL/AWB or Date of GR/LR which ever is later. d. Where indigenous supply (FOR Destination) is involved :- Date of BL/AWB or Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank) which ever is later.</p>	

BHEL Terms	Vendor's Acceptance
<p>11. Delivery of the equipment:</p> <ul style="list-style-type: none"> • Delivery must essentially be C&F Mumbai Sea port for import and FOR BHEL Haridwar for indigenous. Sea freight charges for import and freight charges for indigenous items must essentially be quoted and indicated separately in price bid. • Categorically indicate time period required for delivery of the equipment. • Firm delivery period for the equipment to be stated w.e.f. date of LOI/ Order. <p>Commissioning & handing over of complete system in weeks.</p>	
<p>12. Settlement of Disputes:</p> <ul style="list-style-type: none"> • Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and Arbitration of the ICC, Paris. The venue of arbitration shall be Delhi. The courts of Delhi shall have exclusive jurisdiction. • For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction. 	
<p>13. Authorization for pre-inspection:</p> <p>BHEL is authorized to pre inspect the material at vendor's works. The material will be dispatched only after getting clearance from BHEL.</p> <p>Indigenous suppliers should give Pre-Dispatch Inspection (PDI) call at least 15 days in advance and foreign suppliers should give PDI call at least 45 days in advance. If supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension.</p> <p>Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.</p>	
<p>14. Drawing / data approval :</p> <p>Any drawing / data approval required from BHEL after placement of order Shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.</p>	
<p>15. Drawing / design / information use:</p> <p>The vendor will have to give an undertaking that the drawing / design / information</p>	

BHEL Terms	Vendor's Acceptance
enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.	
16. Time period for Foundation /Erection & Commission: Vendor will have to ensure deputation of their people for erection & commissioning or for attending to any complaint during guarantee period within 7 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.	
17. 5 Sets of O&M Manual: 5 Sets of Operation & Maintenance Manual shall have to be supplied along with the equipment. Final payment will be released only after receipt of the required documentation.	
18. Training: Vendor shall provide required training to BHEL personnel as per tender specifications.	
19. Purchasing of BOI items: Vendor shall purchase the BOUGHT OUT ITEMS only from vendors of repute and indicate the same to BHEL at the time of approval of GA drawing. BHEL reserves the right to visit / inspect the works of supplier and that of their sub contractors before or after placement of order.	
20. Spares, tooling, jigs and fixtures: The equipment being new, above items shall be needed in bulk at a later stage. However two separate lists of spares, tooling, jigs and fixtures should be sent along with quotation. <ol style="list-style-type: none"> 1. Items which you recommend very necessary to be available along with the equipment. 2. Item which may be required at a later stage. (The price validity of these items should be for a minimum period of two years from the date of commissioning of the equipment). 	
21. Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
22. Import Supply: a. Phsyto-sanitary Certificate essential for packages (Wooden) b. Country or origin certificate: Vendor to	

BHEL Terms	Vendor's Acceptance
furnish the country of origin certificate from Chamber of Commerce with dispatch documents.	
23. Validity: Validity of the offer should be 180 days from tender opening date.	
24. Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably	
25. Participation in Reverse Auction: BHEL may decide to process the case through RA (As per Annexure-V attached). Vendors to give their confirmation for participation in Reverse Auction process.	
26. Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address	
27. Foreign Suppliers: Dispatching port & Country to be mentioned essentially	
28. Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)	
29. Bar Chart / Progress Chart of the project execution:- Detailed activity chart will be submitted within 30 days of placement of PO and the progress chart of the project will be submitted monthly.	
<p>30. Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier.</p> <p>Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.</p>	
<p>31. Force Majeure Clause:</p> <p>a. Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.</p> <p>b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced</p>	

BHEL Terms	Vendor's Acceptance
<p>to compensate the contractor for expenses.</p> <p>c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.</p> <p>d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.</p>	
<p>Signing of Integrity Pact (IP) : Integrity pact as per Annexure – VI is to be signed by the bidder who signs the bid and needs to be submitted along with the techno-commercial bid. The IP duly signed by authorized official of bidder / contractor / vendor and authorized official of BHEL will form a part of Purchase order / contract.</p> <p>Only those bidders / vendors who have entered into such an integrity pact with BHEL would be competent to participate in the bidding.</p> <p>Entering into this pact is a preliminary qualification.</p>	
<p>Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry</p>	

PRICE SCHEDULE**ANNEXURE-II****For import supply**

Description	Price (in foreign currency)
Basic m/c and equipment as per tech. specification covering all features (ex-works) Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.	
Essential Toolings / Consumables (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Total Services at vendors works (training, pre-acceptance etc.) Item wise break-up to be submitted as per technical specification	
Packing & Forwarding charges (FOB Charges)	
Sea freight upto Mumbai Seaport or Air Freight upto New Delhi Airport	
Total C&F cost =	
Total Services including E&C, training etc. at BHEL Haridwar (price break-up to be indicated against corresponding clauses of technical specification)	
Service Tax on Service charges @10.3% or prevailing rate	
Total Service at BHEL =	

For indigenous supply

Description	Price (in Indian rupees)
Basic m/c and equipment as per tech. specification covering all features (ex-works) Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the technical specifications.	
Essential Toolings / Consumables / Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Spares (ex-works) – item wise price break-up to be indicated against each clause of technical specification.	
Packing charges	
Excise duty : @ 10.3% or prevailing rate	
CST @2% against Form C or prevailing rate	
Forwarding charges	
Freight up to BHEL Haridwar stores	
Total supply cost at BHEL Haridwar =	
Total services including E&C charges & training etc. (price break-up to be indicated against corresponding clauses of technical specification)	
Service Tax @10.3% or prevailing rate	
Total service charges =	

NOTE :

- a) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION.
- b) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optionals as indicated in specification will not be taken for evaluation.
- c) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- e) Following details shall be provided in separate Annexure.
 - A) Unit prices for variable items.
 - B) Prices for any other OPTIONAL items.
- f) **Excise duty:** Concession forms requirements etc. to be stated wherever applicable.
- g) Transit insurance shall be arranged by BHEL

NOTE:

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelopes. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

3. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :

Signature :

Name :

Designation :

Department :

M/s

LIST OF BHEL CONSORTIUM BANK*

1	State Bank of India
2	Canara Bank
3	Bank of Baroda
4	Punjab National Bank
5	State Bank of Hyderabad
6	State Bank of Travancore
7	Corporation bank
8	Syndicate Bank
9	Indian Bank
10	Oriental Bank of Commerce
11	UCO bank
12	Central bank of India
13	IDBI Ltd.
14	HDFC Bank Ltd.
15	ICICI Bank Ltd.
16	Kotak Mahindra Bank ltd
17	The Federal bank Limited
18	Abn-Amro Bank
19	Citi Bank
20	HSBC
21	Deutsche Bank
22	Standard Chartered Bank
23	United bank of India
24	Vijaya Bank
25	Union Bank of India
26	Bank of India
27	Andhra Bank
28	Punjab & Sind Bank
29	Axis Bank

* Please check the list of consortium banks on the following web site www.bhelhwr.co.in every time a bank guarantee is executed.



ANNEXURE-IV

WAM-28

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ----- Made between ----- and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. --- (Rupees-----only).

1. We, _____ (Indicate the name of the Bank) _____ (hereinafter referred to as 'the Bank') at the request _____ (Contractor (s) do hereby undertake to pay to 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) _____ 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 of conditions contained in the said Agreement or by 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 to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our 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 the Bank) _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. 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.

5. 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 or from time to time any of the power 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 to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, _____ (indicate the name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____ (indicate the name of the bank) _____

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

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.

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
