



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012****Index of Tender document****Tender for Manufacture, Supply & Commissioning of 02 Nos. of Welding positioner (1 Ton capacity) at following terms & conditions**

Tender No./BHEL Enquiry Ref. No.	1213-093 Dated 27.09.2012
Last Date & Time for bids submission	22.10.2012 up to 1400 Hrs
Opening date & time for opening of Part-I	22.10.2012 at 1500 Hrs

Sl. No.	Content	Page No.
1.	Instruction/information to bidders on presentation/sequence/submission of bids and procedure of finalization of tender	2-4
2.	Terms and Conditions	5-10
3.	Annexure I: Commercial terms and conditions confirmation sheet	11-13
4.	Annexure II: Declaration format	14
5.	Annexure III: Unpriced bid format/Priced bid format	15
6.	Annexure IV: PBG Format	16-17
7.	Annexure V: List of consortium of banks for issuing bank guarantees	18
8.	Annexure VI: EFT format	19
9.	Technical terms and sheet for confirmation/remarks by bidder ; Part-A	20-23
10.	Annexure VII: Checklist	24



BHEL GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012

INSTRUCTIONS TO THE BIDDERS:

1.0 **QUOTATIONS**

Sealed Quotations are invited for manufacturing, supply and commissioning of 02 Nos. of Welding positioner (1 Ton capacity) to BHEL Goindwal Sahib.

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

Envelope I This sealed envelope should contain all the copies of commercial bid, technical bid together with un-priced commercial bid. This envelope should be clearly marked **“Part I - Technical and Un-priced commercial bid”**, indicating Tender No., Due Date and Address & Reference of the Bidder.

Following sequence of documents is desirable:

- 1) Introductory/Covering/Reference letter
- 2) Checklist duly ticked
- 3) List of documents attached
- 4) List-cum-summary of deviations of commercial terms
- 5) Qualifying Criteria (PART-A).
- 6) BHEL commercial terms [Annexure I; format duly filled with remarks to interpret clearly the intended submission.
- 7) BHEL technical terms [PART-B; format duly filled with remarks to interpret clearly the intended submission]. List of mandatory spares shall be included in the rate schedule and shall be considered for arriving at the total cost of package.
- 8) Declaration format [Annexure II]
- 9) Unpriced bid format [Annexure III: duly filled – **Prices not to be mentioned here**]

Envelope II This sealed envelope should contain price details. This envelope should be clearly marked “Part II - Price bid”, indicating Tender No., Due Date and Address & Reference of the Bidder.

It should contain only the duly filled and signed Price bid format, Annexure III.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing as Quotation for Tender No., due date of opening and the address and reference of the Bidder. The above offer should reach this office on or before the due date by 1400 Hrs (IST).

Tender should not be addressed to any Individuals name but only by designation to:

Engineer / MM
BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRIAL VALVES PLANT,
433, INDUSTRIAL COMPLEX,
GOINDWAL SAHIB- DISTT. TARN TARAN - 142423
PUNJAB (INDIA)



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested.

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

Sealed tenders can be dropped in the tender box kept at Reception of Administrative Block of our above office address.

2.0: Evaluation of tenders:

Part-I, i.e. Techno-Commercial offers shall be opened on **22.10.2012 at 1500 hrs.** Techno-commercial offers shall be evaluated vis-à-vis our technical and commercial terms and conditions. Clarifications if any required by BHEL for Technical evaluation / commercial evaluation would be sought from Bidders before opening of Part II - price bid.

Part-II, i.e. Price bid shall be opened of only those bidders who are adjudged as qualified in Part-I. Bidders shall be informed about the same.

Price bids shall be opened on an informed date and time.

3.0: Award of contract:

Prices quoted shall be evaluated as net cost to BHEL, i.e. landed cost to BHEL net of duties, cess and any cenvatable taxes. Further, any deviation in terms and conditions, if finally accepted by BHEL shall also invite loading.

Lowest quotation shall be declared as L1 bidder and given the contract. LOI placed on L1 bidder shall be the reference date for start of contract.

4.0 General Terms and points to be noted/complied/binding on bidders by default on submitting the bids:

- 4.1 Offers shall be submitted by the Original Equipment Manufacturer.
- 4.2 Equipment offered shall be "New". Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for further processing.
- 4.3 BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- 4.4 The due date of submission of tender may be extended by BHEL which shall be announced as corrigendum to original NIT No. & only at our website. Validity of bids shall be deemed to be extended accordingly till the extension period is within the validity period sought.
- 4.5 BHEL may decide to reject bid from any bidder which shall be informed to bidder with reasons of rejection.
- 4.6 BHEL may decide to scrap the tender/refloat the tender without assigning any reasons thereof before any LOI/PO is committed.
- 4.7 BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however,



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

- recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- 4.8 The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 4.9 Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
- 4.10 In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.
- 4.11 Bidders participating in the tender should declare in their offer as per Annexure II that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.
- 4.12 All amounts shall be indicated both in words as well as figures.
- i) If, in the price structure quoted there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
 - iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

TERMS AND CONDITIONS

PRE-QUALIFICATION TERMS

- P.1 Bidders should primarily be engaged in manufacturing of similar items. BHEL may carry out evaluation of bidder's capability. BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. For verification of data presented for pre-qualification bid, BHEL may decide to visit the bidder(s) works. Any fact found deviating from bids during evaluation shall make the bidder liable to be dis-qualified.
- P.2 Bidder to furnish list of customers to whom same or higher capacity machine has been supplied. Copy of purchase order from at least two customers in last three years to whom similar specification/machine have been supplied.
- P.3 At least one certificate of performance of supplied machines.
- P.4 A copy of pre-qualification details can be submitted even before due date of opening for evaluation planning by BHEL.

COMMERCIAL TERMS

- C.1 **Fixed price:** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures. In the event of difference, clause no. 4.11 (above) shall be valid and binding.
- C.2 **Bid currency:** Bidders should submit the prices only in Indian Rupees. This should be clearly indicated in the un-priced commercial bid as well as in the price bid.
- C.3 **Terms of Delivery:**
- C.3.1 Bidders are required to quote their best delivery period. Delivery from the date of Letter of Intent /Purchase Order to be mentioned in the offer.
- C.3.2 Bidders should submit their offer for FOR BHEL, Goindwal, Punjab basis. Freight charges from works to BHEL, Goindwal to be indicated separately.
- C.4 **Taxes and Duties:** All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 03021035905, CST. No. 15529218 Dt. 06-03-1985 & BHEL ECC No. AAACB4146PXM005, Assessment circle Chheharta, Amritsar. Taxes and duties for equipment part shall be mentioned separately and for commissioning shall be mentioned separately.
- C.5 **Validity:** The offers for main equipment and spares shall be kept open for acceptance for a period of **120 days** (one hundred and twenty days) from the date of opening of the tender (Part I).
- C.6 **Delivery:** The bidder shall quote the best possible delivery. However the delivery shall not exceed 3 months with an additional grace period of 1 month. The additional grace period will attract a penalty, which is explained in the commercial terms of the enquiry. The delivery period shall be reckoned from the date of purchase order to dispatch from the vendor works.



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

- C.7 **Short shipment / Warranty replacement:** In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the supplier. Any warranty replacement during the warrantee period shall be on FOR, BHEL, Goindwal, Punjab, basis.
- C.8 **Inspection & Testing:** All goods shall be subject to inspection by BHEL at supplier's works i.e Pre-dispatch inspection is necessary. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch however; final inspection and acceptance of the machine will be carried after installation of the machine at BHEL, Goindwal, Punjab.
- C.9 **Cenvat & VAT 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 bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to the purchaser.
- C.10 **Packing:** The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.
- C.11 Salient points of HSE (Health Safety & Environment) that are to be complied/considered while submission of offer are:
- C.11.1 Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals).
 - C.11.2 Competency requirements for operation, maintenance and calibration, if any, shall be communicated.
 - C.11.3 If any hazardous chemicals as per MSIHC (Manufacturing, Storage and import of Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided, along with on site & off site emergency plan (as applicable).
 - C.11.4 The noise level at operator level shall be within 85 dBA.
 - C.11.5 OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.
 - C.11.6 The machine / equipment shall be fitted with guard for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948.
 - C.11.7 The supplier shall submit the layout drawing of operating controls, displays etc. and operating instructions to enable ergonomics evaluation and approval.
 - C.11.8 The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished.
 - C.11.9 Alarm system (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment.
 - C.11.10 Details of all hazardous / harmful substances discharged as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV. /IR (Ultra violet / infra red) radiations, etc. shall be furnished, along with their concentrations and their TLV, (Threshold Limit Value).



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

- C.11.11 Appropriate pollution control measures shall be proposed to keep the emissions from the machinery/processes within the prescribed limit as stated in Environment Protection Rules 1986.
- C.11.12 All furnaces, process units, DG sets, paint booths, shot blasting chambers, etc shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- C.11.13 Wherever industry specific standards are not available for control of pollutants general Emission standards shall be used.
- C.11.14 Chemicals banned due to their negative impact on the environment shall not be used in the process
- C.11.15 Fuels with sulphur content less than 0.05% shall be proposed.
- C.11.16 Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process. Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, Storage and Import of Hazardous Chemical 1989, etc. shall be followed.
- C.11.17 Primary materials used in the equipment shall be specified and they shall be eco – friendly

C.12 BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed bid, which will be decided after technical evaluation. Bidders shall be informed. Information and general terms and conditions governing RA are given below.

C.13 GENERAL TERMS AND CONDITIONS OF RA

- C.13.1 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.
- C.13.2 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- C.13.3 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.
- C.13.4 BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- C.13.5 Business rules like event date, time, and Start price, bid decrement, extensions etc. Also will be communicated through service provider for compliance.
- C.13.6 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.



BHEL GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012

- C.13.7 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.
- C.13.8 Reverse auction will be conducted on scheduled date & time.
- C.13.9 At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- C.13.10 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.
- C.13.11 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.
- C.13.12 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.
- C.13.13 BHEL reserves the right to negotiate if need be, with the “L1” vendor of the Reverse Auction.
- C.14 **Force Majeure clause:** If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.
- C.15 **Penalty for late delivery:** Delivery terms mentioned in the PO/LOI shall be adhered to. In case of approval of drawings or any other technical documents, a nominal period of 15 days shall be considered as included in the delivery period mentioned. If BHEL is taking more time in such approvals, delivery period can be extended accordingly. All such technical documents to be approved by BHEL shall be submitted within 10 days of release of PO/LOI. Delivery of the goods



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of **½% of the value of goods for each week of delay subject to a maximum of 10%** of the Purchase Order value. If any vendor does not accept PLD **½% of the value of goods for each week of delay subject to a maximum of 5%**, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% PLD shall not be loaded on account of PLD. However bidders who offer any other % PLD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %.e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 8% (10 – 7 = 3). As regards LD, the delivery date (FOR dispatching station) shall be considered.

- C.16 **Risk purchase:** If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.
- C.17 **Warranty:** Warranty on satisfactory performance of the equipment shall be given for a minimum of 15 months from date of dispatch or 12 months from the date of commissioning and performance prove-out at BHEL, whichever is earlier.
- C.18 **Performance Bank Guarantee [PBG]:** Performance Bank Guarantee (PBG) for 10% of the total order value covering the agreed Guarantee period (with additional 2 months as claim period) has to be furnished. In case of indigenous bidder the PBG shall be in the format enclosed and from one of the banks mentioned therein. In case of import, the foreign vendor shall arrange to give a counter guarantee to Punjab National Bank (PNB) Goindwal Sahib and PNB will provide the PBG to BHEL in the format enclosed. In case any bidder does not accept for submission of Performance Bank Guarantee (PBG), their offer is likely to be rejected and the technical bid not processed. All bank charges in India and outside India will be to the supplier's account.
- C.19 **MSME & MSE Certification:** If the bidder is registered as any of Micro/Small/Medium enterprise as defined in Micro Small and Medium Enterprises Development Act, 2006; a copy of registration certificate to be attached. If the bidder is registered as any of Micro/Small/Medium enterprise as defined in Micro Small and Medium Enterprises Development Act, 2006; a copy of registration certificate to be attached. If the bidder is registered as any of Micro/Small/Medium enterprise as defined in Micro Small and Medium Enterprises Development Act, 2006; a copy of registration certificate to be attached. MSE's shall be given preferences as described in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" subject to the submission of proper documentary evidence (i.e. District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises) with quotation. "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" document can be downloaded from link <http://dcmsme.gov.in/FinalPressorder.pdf> and can also be collected from the office of Manager/MM IVP Goindwal.



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

- C.20 **Banned Firms:** The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
- C.21 **Arbitration:** In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules thereunder shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.
- C.22 **Jurisdiction:** The court of the place from where the purchase order is issued shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

TECHNICAL TERMS

- T.1 Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- T.2 Point by point confirmation for the Technical Specification enclosed, [Pl. note this is in two parts- Part A requiring credentials for pre-qualifications, Part-B requiring confirmation on technical criteria and requirement of BHEL] is to be provided. If there are any deviations on account of your design, the same should be clearly specified. Offers received without confirmation to our specification will be rejected.
- T.3 List of customers to whom same or similar equipment have been supplied along with performance certificates to be enclosed.
- T.4 Relevant catalogues to be attached
- T.5 List of spares parts (with part numbers) for one year operation and maintenance should be attached.
- T.6 Information on shipping weight and cubage (length, width & height) to be provided.

Note: For detailed Technical Specification Refer Part-A.



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

ANNEXURE-I Commercial terms and conditions confirmation sheet

PLEASE NOTE THAT THE CONDITIONS INDICATED IN THE COMMERCIAL TERMS AND CONDITIONS APPLICABLE FOR THE TENDER ARE APPLICABLE ONLY TO THE EXTENT THEY ARE NOT SUPERSEDED BY THE FOLLOWING CONDITIONS

Description of the Equipment:

BHEL Tender No. & Date

Sl No	Description	Vendor's confirmation
1	<p>Payment terms: 100% payment, within 45 to 90 days, After successful commissioning & acceptance of equipment at BHEL, Goindwal, Punjab, against submission of 10% Performance Bank Guarantee.</p> <p align="center">or</p> <p>80% of the material cost to be paid against <u>Pre-dispatch inspection reports/documents</u> within 45 days from receipt of material at BHEL. Balance 20% of the material cost along with 100% Erection & Commissioning charges, if any, will be paid after successful commissioning & acceptance of equipment at BHEL, Goindwal, Punjab, against submission of 10% Performance Bank Guarantee. (options of “through Bank”) and E&C certificate issued by BHEL.</p> <p>Loading for deviation on payment terms if the above is not agreed by vendor will be @ Prime lending rate of SBI + 2% for the period of relaxation sought by bidder.</p> <p>Note: In case any bidder does not accept for payment of 20% payment after successful commissioning & acceptance of equipment at BHEL, Goindwal, Punjab and submission of Performance Bank Guarantee for 10%, their offer is likely to be rejected and the technical bid not processed.</p>	
2	<p>Currency of payment: The currency shall be Indian Rupees.</p>	
3	<p>Taxes & Duties: All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. 03021035905, CST. No. 15529218 Dt. 06-03-1985 & BHEL ECC No. AAACB4146PXM005, Assessment circle Chheharta, Amritsar</p> <p>Income Tax applicable. Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules. The TDS certificate will be issued by BHEL.</p>	



BHEL GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012

4	<p>Performance Bank Guarantee (PBG) Performance Bank Guarantee (PBG) for 10% of the total order value covering the agreed Guarantee period (with additional 2 months as claim period) has to be furnished. In case of indigenous bidder the PBG shall be in the format enclosed and from one of the banks mentioned therein. In case of import, the foreign vendor shall arrange to give a counter guarantee to Punjab National Bank(PNB) Goindwal Sahib and PNB will provide the PBG to BHEL in the format enclosed. In case any bidder does not accept for submission of Performance Bank Guarantee (PBG), their offer is likely to be rejected and the technical bid not processed. All bank charges in India and outside India will be to the supplier's account.</p>	
5	<p>Penalty for Late Deliveries: Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of ½% of the value of goods for each week of delay subject to a maximum of 10% of the Purchase Order value. If any vendor does not accept LD ½% of the value of goods for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the technical bid not processed. Bidders accepting for maximum LD percentages in between 5% to 10% will be loaded @ % age deviation from 10% and their accepted %age. Eg. If a bidder accepts for a max of 7% LD, their offer would be loaded @ 8% (10 – 7 = 3). As regards LD, the delivery date (FOR dispatching station) shall be considered.</p>	
6	<p>Risk purchase: If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order.</p>	
7	<p>Delivery: Bidder shall indicate the delivery period required for The following activities. (a) Firm Time period, from the date of Letter of Intent (LOI), required for delivery of the equipment, (FOR dispatching station) to be indicated. (b) Commissioning, Prove-out and handing over of complete system to be indicated.</p>	
8	<p>Warrantee: Warrantee on satisfactory performance of the equipment shall be given for a minimum of 15 months from date of dispatch or 12 months from the date of commissioning and performance prove-out at</p>	



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

	BHEL(whichever is earlier)	
9	Validity: Validity of the offer should be 120 days from the date of tender opening.	
10	Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
11	Terms of Delivery: FOR, BHEL, Stores Industrial Valves Plant 433, Industrial Complex Goindwal – 143 423 District: Tarn Taran (Punjab), India	
12	Weight: Approximate Net weight of the total consignment Approximate Gross weight of the total consignment	



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

Annexure-II: **DECLARATION FORMAT**

Reference: BHEL Tender enquiry no.

Bidder quotation no:

We hereby confirm that we have quoted for the said tender in two-part bids and our price bid does not include any terms and conditions over and above whatever mentioned in our Techno-Commercial offer.

Further, after opening of Part-I, i.e. Techno-Commercial bids, once we accept/confirm any communication regarding any terms and conditions from BHEL, that shall be binding and overriding any terms mentioned in Price Bid even though the price bid is opened later on.

We also declare that we have provided information whether we have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold have furnished to BHEL. We declare that if no such details are mentioned in the offer then it should be construed that we are not under any such hold. We declare that at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject our offer at any point of time and also under any stage of the finalization of the subject tender irrespective of our status in that tender.

Signature with seal of bidder



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

Annexure-III: UNPRICED/PRICED* BID FORMAT

Tender Enquiry No:		
Quotation No.		
Equipment Description	[As per BHEL]	[As per offer]
Price schedule		
Main equipment		
Mandatory Spares		
Excise duty	[Inclusive/Extra]	%
Cess thereon	[Inclusive/Extra]	%
CST, against form "C"/VAT	[Inclusive/Extra]	%
Delivery destination	FOR Goindwal Sahib	Including all incidentals
Commissioning charges		
Service charges on commissioning charges		
Validity of offer from opening of Part-I		
We hereby confirm that the prices mentioned above are firm till the execution of contract.		

* Same format is to be used as unpriced bid format, i.e. duly filled for all information except PRICES and again for Price bid format duly completely filled including prices.



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

ANNEXURE IV: 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, Industrial Valves Plant, Goindwal 62014 (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, Industrial Valves Plant, Goindwal 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.



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

(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 of Tarn Taran, Punjab.

10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authority granted to him/them by the guarantor

11. 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 20 .

Important Note: - The formats for execution of Bank Guarantees (PBG) shall be kept valid to cover the period of BG plus an additional claim period of two months. The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/-



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

ANNEXURE V: List of consortium of banks for releasing Bank Guarantees:

Bank guarantees should be got released from any of the below banks only.

Nationalised Banks

- (1) Allahabad Bank
- (2) Andhra Bank
- (3) Bank of Baroda
- (4) Bank of India
- (5) Canara Bank
- (6) Corporation bank
- (7) Central Bank
- (8) Indian Bank
- (9) Oriental bank of Commerce
- (10) Punjab National Bank
- (11) Punjab & Sindh Bank
- (12) State Bank of India
- (13) State Bank of Hyderabad
- (14) Syndicate Bank
- (15) State Bank of Travancore
- (16) UCO Bank
- (17) Union Bank of India
- (18) United Bank of India
- (19) Vijaya Bank

Public Sector Banks

- (20) IDBI

Foreign Banks

- (21) CITI Bank N.A
- (22) Deutsche Bank AG
- (23) The Hongkong and Shanghai Banking Corporation Limited
- (24) Standard Chartered Bank
- (25) The Royal Bank of Scotland N.V.

Private Banks

- (26) Axis Bank
- (27) The Federal Bank Limited
- (28) HDFC
- (29) Kotak Mahindra Bank
- (30) ICICI
- (31) Indusind Bank



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

**Annexure VI: FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING
ACCOUNT WITH
SEFT/RTGS ENABLED BANK BRANCH**

Sub: E-payments vide SEFT/RTGS - Reg.

VENDOR CODE AS PER BHEL	:	
VENDOR NAME AS PER BANK RECORDS	:	
ACCOUNT TYPE	:	
BANK ACCOUNT NUMBER	:	
NAME & ADDRESS OF THE BANK	:	
BRANCH CODE	:	
BRANCH RTGS CODE	:	
BRANCH MICR CODE	:	
NAME OF THE AUTHORISED SIGNAROTY	:	

I/we confirm that I/We will bear the charges, if any levied by my/our bank for the credit of SEFT/RTGS amounts in our account.

For.....

SIGNATURE
(Authorized signatory)

Date:

We confirm that we are enabled for receiving SEFT/RTGS credits and we further confirm that the account number, the signature of the authorized signatory, branch code, RTGS code and MICR code of our branch mentioned above are correct.

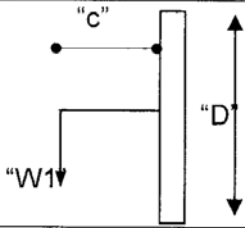
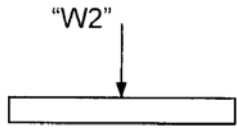
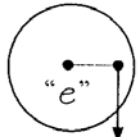
BANK VERIFICATION

(Manager's/Officer's signature under bank stamp)

Date:

The above format is to be submitted along with a cancelled cheque in original.

PART-A TECHNICAL SPECIFICATION OF WELDING POSITIONER

1.0 Load Capacity (min)	1000 kg in vertical position, W1	
	1250 kg in horizontal position, W2	
2.0 Centre of gravity (min), "c"	300 mm	
2.1 Eccentricity (min), "e"	150 mm	
3.0 Table dia (min), ϕ D	1050 mm	
3.1 Table plate thickness (min)	Steel plate 25 mm thick	
3.2 Table facing	Concentric circular ring markings & Six slots to suit M20 bolts for rapid centering & clamping of work piece.	
3.3 Table Rotation	Motorized with 360° rotation.	
3.4 Rotation Speed	Variable speed from 0.07 rpm to 1.5 rpm with dynamic braking	
3.5 Degree of Tilt	Motorized tilting mechanism with 135° tilt	
3.6 Tilting Speed	Fixed speed of 90° tilting in 30 seconds	
4.0 Rotational and Tilting Motors	1. Bidder to specify HP. 2. Make shall be Siemens/KEC/Bharat Bijlee/Crompton/L&T /Alstom/GE/NGEF/ABB/Bonfiglioli	
4.1 <u>Electrical Items</u>	All electrical devices, contactors, relays, limit switches, push buttons, switch gears etc. shall be from Siemens/L&T/Alstom/ Cuttler-Hammer/Telemecanique/Yaskawa	
5.0 Gears	1. Details of mechanism: Bidder to specify 2. Machine cut precision gearing for smooth rotation and tilting to be used. 3. Make shall be Shanthi/Elecon/Greaves/Bonfiglioli	



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

6.0 Bearings	All bearings shall be of SKF/ZKL/FAG/Timken/Rollix/NBC	
7.0 Overall dimensions	Bidder to specify "B" "H" "H1" Min Limit for H: 1000mm Max Limit for H: 1100mm	
8.0 Control Panel	Following operations must be available through control panel	
	Table rotation	Start & Stop Control of table rotation in both positions through Foot pendant shall also be made available
	Table tilt	Forward & Reverse
	Emergency Stop	
	Table rotation Speed control	Speed variable potentiometer to adjust at any value between 0.07 rpm to 1.5 rpm
8.1 Painting	All the components shall be Sand Blasted and painted with coating of Electro static paint. The paint shade to be specified by the bidder.	
9.0 Safety Features		
9.1 Earthing arrangement	Table to be equipped with efficient built in earthing arrangement for 300 amps by heavy-duty spring loaded copper brush and the earthing to be provided at the base of the table. Bidder to furnish details.	
9.2 MCCB	MCCB to be used instead of fuses	
9.3 Face Plate	Anti-fall mechanism for face plate to be inbuilt.	
9.4 Relays	Over load relays to be used	
9.5 Stoppers	Mechanical stopper mechanism for sector gear tilt.	
9.6 General	All the cables shall be with copper conductor, outer insulation for open/exposed areas and fitted with proper copper glands, conducts etc.	



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

10.0 General

10.1

Bidder to furnish complete details in separate techno-commercial and price bids.

10.2

Bidder to furnish reference list of customers to whom same or higher capacity machine has been supplied.(at least two customers in last three years to whom machine of similar specification have been supplied and at least one certificate of performance of supplied machines)

10.3

Equipment to be offered for inspection before dispatch

10.4

The equipment and accessories shall be guaranteed for proper operation and shall have warranty for all parts for a period of 15 months from the date of dispatch or 12 months from the date of commissioning, whichever is earlier.

10.5

Commissioning of machine at IVP Goindwal works to be done by supplier.

10.6

Three sets of Operation & Instruction manual shall be supplied.

10.7

List of recommended spares and accessories to be supplied.

10.8

Detailed drawing to be got approved from BHEL before manufacturing.

10.9

Delivery within 12 weeks of PO.



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012**

11.0 Erection and commissioning

11.1

Vendor to take full responsibility for supervision of the erection, Other requirements like crane and helping personnel shall be provided by BHEL.

11.2

Tools, tackles, test mandrels, instruments and other necessary equipment required to carry out all above activities should be brought by vendor.

11.3

Commissioning spares, required for commissioning of machine within stipulated time shall be brought by vendor on returnable basis.

11.4

Schedule of erection and commissioning shall be submitted along with the offer.

11.5

Charges, duration, terms & conditions for erection and commissioning should be furnished in detail separately by vendor along with the offer.

IMPORTANT:

Bidder should furnish technical bid ONLY as per the format below.

BHEL Specification	Bidder's offer	Compliance with BHEL specification (Yes/No)	Deviation, if any
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The offer should contain a comparative statement of technical specifications given in BHEL format and offer details submitted by Bidder. A just "confirmed" or "complies" or "yes" or "no" or "no deviation" or similar words should be accompanied by details of the features offered by BIDDERS.



BHEL GOINDWAL

TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1213-093 DATED 27.09.2012
PART I OPENING DATE 22.10.2012

ANNEXURE VII: CHECKLIST

Document/Reference	To check	Remarks
Technical sheet [Part-A]	Duly filled and any deviation/advanced offer mentioned	
Commercial terms	Annexure- duly filled for all columns	
Unpriced bid	Filled for all items except Prices and attached along with Techno-commercial offer	
Declaration form	Signed and attached along with Techno-commercial offer	
Separate bids	Part-I containing General, Commercial & Technical offer along with Unpriced bid sealed separately in an envelope; Part-II containing Priced bid sealed separately in an envelope; And both the sealed envelopes put in an outer main envelope.	