



BHEL GOINDWAL

TERMS AND CONDITIONS

(Tender enquiry no. 1314-099 dated 28.09.2013 Due date of tender is 19.10.2013)

Index of Tender document

Tender for Manufacture, Supply & Commissioning of 01 No. of Muffle Type Annealing Furnace at following terms & conditions

Tender No./BHEL Enquiry Ref. No.	1314-099 Dated 28.09.2013
Last Date & Time for bids submission	19.10.2013 up to 1400 Hrs
Opening date & time for opening of Part-I	19.10.2013 at 1500 Hrs

INSTRUCTIONS TO THE BIDDERS:

1.0 **QUOTATIONS**

Sealed Quotations are invited for manufacturing, supply and commissioning of **01 No. of Muffle Type Annealing Furnace** 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) BHEL technical terms and Qualifying Criteria [Annexure-A; 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.
- 6) BHEL commercial terms [Annexure I]; format duly filled with remarks to interpret clearly the intended submission.
- 7) Declaration format [Annexure II]
- 8) Unpriced bid format [Annexure III: duly filled – **Prices not to be mentioned here**]

Envelope II This sealed envelope should contain price details. **Bidder is to quote the charges of 'SUPPLY' and 'ERECTION AND COMMISIONING' separately.** 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)



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 labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. For any clarification you can contact on email id tendermm@bhelivp.in. Tender may be handed over to Sh Gurbax Singh/ Head MM or Sh Pranshu in case of bulky tenders.

BHEL may decide to open price bids of bidders who qualify from techno-commercial evaluation, on the same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids.

2.0: Evaluation of tenders:

Part-I, i.e. Techno-Commercial offers shall be opened on **19.10.2013 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/PO, whichever earlier 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.





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- 4.4 The due date of submission of tender may be extended by BHEL which shall be announced as corrigendum to original NIT No. & will be hosted at our website only. 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, 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.
- a. If, in the price structure quoted for the required goods/ services/ works, 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.
- b. 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; and



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- c. 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 (a) and (b) above.
If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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.



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TECHNICAL TERMS

T.1 Please refer Annexure-A for all the required technical specifications of the MUFFLE TYPE ANNEALING FURNACE.

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.

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:**

Bidders are required to quote time period separately for 'Supply' and 'E&C' of equipment.

The bidders should quote their best schedule for Supply and E&C against the schedule indicated in NIT. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule.

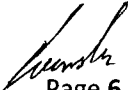
E&C value should be quoted separately by bidders. Only in case where quoted value is less than 4.83% or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as 4.83% & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment

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 90 days (Ninety days) from the date of opening of the tender (Part I).

C.6 **Delivery:** The bidder shall quote the best possible delivery. However the supply shall not exceed 8 weeks. The erection and commissioning period shall be 2 weeks after the supply. The delivery period shall be reckoned from the date of purchase order/LOI to dispatch from the vendor works.


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- 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 supplier should give a pre dispatch inspection call to BHEL Goindwal. 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).



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- 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 **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.13 **Penalty for late delivery (PLD):** 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 specified in the purchase order should be made within the time prescribed.

Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.



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The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

If any vendor does not accept PLD $\frac{1}{2}$ % of the supply and E&C separately 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 @ 3% (10 - 7 = 3). As regards LD, the delivery date (FOR dispatching station) shall be considered.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.

For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

C.14 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.15 Warrantee: Warrantee on satisfactory performance of the equipment shall be 12 months from the date of commissioning and performance prove-out at BHEL, whichever is later.

C.16 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. (refer Annexure-IV for PBG format).

- C.17 **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.18 **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.19 **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.
- C.20 **Evaluation of tender:** L1 vendor shall be decided based on the lowest quote including Cost of equipment (including E&C, Freight etc) and Mandatory spares (if any). Optional spares rates will not be taken into account.





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Annexure - A**Technical Specification of Box Type Annealing Furnace**

Type	Muffle Type
Working Area	(L) 30" x (W) 26" x (H) 26"
Outer Structure	Structural steel frame with Mild Steel walls (10 SWG). Quality lining which can withstand thermal and mechanical stress to which they are exposed, thus minimizing heat losses.
Power Capacity	36 KW,3-Phase,440V, 50Hz
Panel Control Voltage	110V
Front Sheet	Mild Sheet 10mm thickness
Maximum Temp	800° Celsius
Material for Loading Tray	Stainless Steel-Grade 310
Heating Element & Type	Material: Nichrome 80-20% /Kanthal A-1 Type: Heating Element of coil type providing heating from atleast two walls of furnace.
Door	Single Door, Manually operated ,Vertical sliding door by pulley mechanism Door should have ceramic fibre blanket lining of good density (128 Kg/m3) inside its wall to provide proper insulation
Bottom/Base of Furnace	Base should be able to withstand weight of 800 Kg
Insulation	Type-Ceramic Blanket(Inner layer) and Insulation Bricks(outside layer,) Thickness-300mm (each Side, layer of bricks not included) Furnace shell lined with bricks insulation fitted with heating elements.



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Outer Structure Paint	Good quality heat resistant paint
Outer Casing Temperature on continuous duty	Bidder to furnish details
Control Panel Box	<ul style="list-style-type: none">• Digital Temperature Controller with adjustable setting via air break contactors• Voltmeter,• Ampere meter• MCB & Contactors: - make L&T/ Schneider Electric/BCH/Siemens

- Party should be original manufacturer of the equipment
- Test Certificates & Calibration reports of all instruments on control panel must be submitted for approval before manufacturing.
- BHEL inspection is required during stages of manufacturing

SECTION – I: QUALIFYING CRITERIA

The BIDDER (OEM) has to compulsorily meet the following requirements to get qualified for consideration of the technical offer for the supply of **Annealing Furnace**

S. No	PARTICULARS	VENDOR'S RESPONSE
1.0	Only those Vendors (OEMs), who have supplied and commissioned at least ONE Annealing Furnace in the past and such should be working satisfactorily for a minimum period of one year after commissioning, as on the date of opening of this Tender are eligible to quote. If Bidder has <i>already supplied any furnace to BHEL, then that furnace should be working satisfactorily for a minimum period of six months after commissioning, as on the date of opening of this Tender.</i>)	
2.0	The bidding FIRM should have 'in-house' or 'self-owned' facility for Inspection/testing at 125 % of the rated capacity.	
3.0	The vendor should have minimum 5 years' experience in the field of design and manufacture of Annealing Furnace	
4.0	Along with the Technical offer, the Vendor should enclose One Performance certificate from the customer regarding performance of the equipment supplied to them. The equipment for which performance certificate is produced should meet the requirements stipulated in S.No 1 above. For obtaining Performance certificate, a suggestive format is provided in SECTION – IV .	
5.0	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.	

SECTION – II

The Bidder / Vendor is requested to provide the following information.

S. No.	PARTICULARS	VENDOR'S RESPONSE
6.0	The Vendor shall specify the number of Years of experience (for the firm), in the field of design, manufacture, supply and Erection & commissioning of Annealing Furnace	
7.0	Number of Annealing Furnace supplied and commissioned till date	
8.0	Number of Annealing Furnace supplied and commissioned till date in the QUOTED MODEL.	
9.0	Details on SERVICE-AFTER-SALES Set-Up in India including the Addresses of Agents / Service Centers in India / Asia.	
10.0	Any Additional Data to supplement the manufacturing capability of the BIDDER for the subject equipment.	

SECTION – III

Bidder / Vendor to note:

S. No.	REQUIREMENTS	VENDOR'S RESPONSE
11.0	The BIDDER / VENDOR shall submit the offer in TWO PARTS. 1. Technical offer & Commercial offer. 2. Price Bid.	
12.0	The Offer shall contain a comparative statement of Technical Specifications demanded by BHEL and Offer Details submitted by the Bidder , against each clause. A just 'CONFIRMED' or 'COMPLIED' or 'YES' or 'NO-DEVIATION' or similar words in the technical comparative statement may lead to disqualification of the Technical Offer.	
13.0	The Technical Offer shall be supported by Product Catalogue and Data Sheets in ORIGINAL and complete technical details of 'Bought-Out-Items' with copies of Product Catalogue and Selection Criteria	
14.0	The Commercial Offer (given with the Technical Offer) shall contain the Scope of Supply and the Un-Priced Part of the Price-Bid, for confirmation	

SECTION – IV

The Performance certificate should be produced on Customers Letter head.

PERFORMANCE CERTIFICATE

1	Supplier of the Equipment		
2	Make & Model of the Equipment		
3	Month & Year of Commissioning		
4	Application		
5	a. Furnace Type		
	b. Furnace Capacity (Metric Tons)		
	c. Furnace sizes		
6	Performance of the Equipment (Tick whichever is applicable)	Best in the market	
		Satisfactory	
		Good	
		Average	
		Not Satisfactory	
7	Any other remarks		
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">Date:</div> <div style="width: 60%; text-align: center;"> <p>Signature & Seal of the Authority Issuing the Performance Certificate</p> </div> </div>			

SECTION- V

10.0	INSPECTION	The following Schedule of Stage Inspections is to be strictly adhered to, prior to dispatch from the Supplier's works.	VENDOR'S RESPONSE
10.1	STAGE-I	<ul style="list-style-type: none"> a. Verification of Test Certificate for Raw Materials used for Furnace. b. Verification of Ceramic blanket quality and heating element material. 	
10.3	STAGE-III (Final Inspection)	<ul style="list-style-type: none"> a. Max Temperature reached under when full loaded with in time . b. Checking of all instruments as per dimensions 	

11.0	<p>Annealing Furnace -ERECTION & COMMISSIONING:</p> <p style="text-align: center;">Complete Erection and Commissioning of the Furnace and its system, Performance Prove – Out for the Furnace's Capacity and smooth Functioning of the furnace (at BHEL Works) shall be the RESPONSIBILITY of the supplier.</p>	
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S.N o.	PARTICULARS	BHEL SPECIFICATIONS	VENDOR's TECHNICAL OFFER With Complete Details)
12.0	O & M MANUALS	Annealing Furnace shall be provided with THREE Copies of Erection, Operation & Maintenance Manual, containing the following technical details.	
12.1	Drawings & Details	a. Detailed Wiring Diagrams for Sub-Systems/Panels. j. Specifications/ Ratings of All Bought-Out-Items k. Trouble Shooting Chart for Main and all Sub-Systems.	
13.0	PERFORMANCE GUARANTEE	The Performance of the Annealing Furnace and the Components / Sub-Assemblies / Bought-out-Items shall be guaranteed for a minimum period of twelve months from the date of performance acceptance at BHEL works.	



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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: (a)100% payment, within 45 to 90 days, After successful commissioning & acceptance of equipment at BHEL, Goindwal, Punjab, against submission of 10% Performance Bank Guarantee. or (b)80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for two months beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format.</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>	Vendor has to mention which payment term is accepted by him (a) or (b).
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>	



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4	<p>Performance Bank Guarantee (PBG)</p> <p>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.</p> <p>All bank charges in India and outside India will be to the supplier's account.</p>	
5	<p>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 specified in the purchase order should be made within the time prescribed.</p> <p>Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.</p> <p>The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).</p> <p>The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).</p> <p>Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).</p> <p>If any vendor does not accept PLD ½% of the supply and E&C separately 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 @ 3% (10 – 7 = 3). As regards LD, the delivery date (FOR dispatching station) shall be considered.</p>	



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	<p>In case, any shortage is noticed viz-a-viz PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.</p> <p>Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.</p> <p>For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.</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 12 months from the date of commissioning and performance prove-out at BHEL, whichever is later.</p>	
9	<p>Validity: Validity of the offer should be 3 months from the date of tender opening.</p>	
10	<p>Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned</p>	
11	<p>Terms of Delivery: FOR, BHEL, Stores Industrial Valves Plant 433, Industrial Complex Goindwal – 143 423 District: Tarn Taran (Punjab), India</p>	



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12	Weight: Approximate Net weight of the total consignment Approximate Gross weight of the total consignment	



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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



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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, if any		
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.



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.



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(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/-



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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



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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.



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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.	