



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR TENDER ENQUIRY NO.1112-045 DATED 05.07.2011
PART ONE OPENING DATE 26.07.2011****Index of Tender document****Tender for Manufacture, Supply & Commissioning of 06 Nos. of Welding Sets at following terms & conditions**

Tender No./BHEL Enquiry Ref. No.	1112-045 Dated 05.07.2011
Last Date & Time for bids submission	26.07.2011 up to 1400 Hrs
Opening date & time for opening of Part-I	26.07.2011 at 1500 Hrs

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INSTRUCTIONS TO THE BIDDERS:

1.0 QUOTATIONS

Sealed Quotations are invited for manufacturing, supply and commissioning of 06 Nos. of Welding Sets 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,



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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. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

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 **26.07.2011 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. Any other incidentals like agency commission for foreign bidders shall be a factor for calculating the net cost. 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. In case of Indian agent bidding on behalf of foreign bidder, the Principal's offer should be enclosed.
- 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. & 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 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.



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TERMS AND CONDITIONS

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, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
- C.2 Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their home currency, which 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 Foreign Bidders should submit their offer for net CFR / Mumbai Seaport / Airport. Freight charges upto Mumbai port to be indicated separately.
 - C.3.3 Indian 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.
- C.7 Indian Agent & Agency commission:** An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The CFR price quoted by the foreign bidder shall include the agency commission however; the agency commission component payable to their Indian Agents shall be shown separately in the Offer. This will be paid by BHEL in Indian Rupees, on satisfactory commissioning & acceptance of the equipment. The bidder shall furnish authenticated copy of the Agency Agreement detailing the precise relationship between them and their mutual interest in the business so as to consider the offer of the Indian Agent for the



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indigenous portion of the supply. For the main equipment, the offer should be from Principal / Original Equipment Manufacturer. The supplier has to furnish original Authorization Letter for the Indian Agent along with the offer.

- C.8 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.9 Inspection & Testing:** All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL stores. 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.10 Cenvat & VAT credit:** (for Indigenous Bidders only) 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.11 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.12 Salient points of HSE (Health Safety & Environment) that are to be complied/considered while submission of offer are:**
- C.12.1 Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals).
 - C.12.2 Competency requirements for operation, maintenance and calibration, if any, shall be communicated.
 - C.12.3 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.12.4 The noise level at operator level shall be within 85 dBA.
 - C.12.5 OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.
 - C.12.6 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.12.7 The supplier shall submit the layout drawing of operating controls, displays etc. and operating instructions to enable ergonomics evaluation and approval.
 - C.12.8 The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished.



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- C.12.9 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.12.10 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).
- C.12.11 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.12.12 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.12.13 Wherever industry specific standards are not available for control of pollutants general emission standards shall be used.
- C.12.14 Chemicals banned due to their negative impact on the environment shall not be used in the process
- C.12.15 Fuels with sulphur content less than 0.05% shall be proposed.
- C.12.16 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.12.17 Primary materials used in the equipment shall be specified and they shall be eco – friendly
- C.13 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.14 GENERAL TERMS AND CONDITIONS OF RA

- C.14.1 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.14.2 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- C.14.3 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.14.4 BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.



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- C.14.5 Business rules like event date, time, and Start price, bid decrement, extensions etc. Also will be communicated through service provider for compliance.
- C.14.6 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.
- C.14.7 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.14.8 Reverse auction will be conducted on scheduled date & time.
- C.14.9 At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- C.14.10 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.14.11 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.14.12 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.14.13 BHEL reserves the right to negotiate if need be, with the “L1” vendor of the Reverse Auction.
- C.15 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



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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.16 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. 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 15%** 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 15% PLD shall not be loaded on account of PLD. However bidders who offer any other % PLD [between 5% to 15%] shall be loaded @ % deviation from 15% and their accepted %.e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 8% (15 – 7 = 8). As regards LD, the delivery date (FOR dispatching station for indigenous / FOB delivery for import) shall be considered.

C.17 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.18 Warrantee: Warrantee on satisfactory performance of the equipment shall be given for a minimum of 12 months from the date of commissioning and performance prove-out at BHEL.

C.19 Earnest Money Deposit (EMD): The tenderer shall be required to deposit earnest money of Rs. 20,000/- (Rupees twenty thousand only) through Demand Draft/Pay Order only payable at Punjab National Bank or State Bank of India at Goindwal Sahib, Distt. Tarn Taran.

An envelope containing EMD shall be attached clearly marked “EMD” and reference to Enquiry no. Part I bids of those tenderers only shall be considered who have attached EMD envelope.

PSUs of Central Government/State Governments shall be exempted from submitting EMD provided that a certificate of ownership issued by concerned government department is submitted in the envelop of EMD.

EMD given by all unsuccessful tenderers shall be refunded normally within 30 days of PO/Contract to successful tenderer.
EMD shall not carry any interest.



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EMD shall be forfeited in case of:

1. Withdrawal/modification of an offer within the validity period.
2. Successful tenderer does not honour PO/Contract. An acknowledgment of PO agreeing to all terms and conditions shall be sent immediately on receiving PO within the term specified in PO.

C.20 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.21 Agency Commission: Please specify the %age agency commissioning, if applicable or else please mention "not-applicable".

Special Note: Foreign bidders/Indian agents quoting on behalf of a foreign principal are requested to read para nos. C.3.2, C.7, C.21 carefully and comply with these.

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.



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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>or</p> <p>80% of the material cost to be paid against delivery / dispatch documents within 45 to 90 days. Balance 20% of the material cost along with 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" for indigenous and "through L/C" in case of import are available)</p> <p>In case of import, an Irrevocable unconfirmed Letter of Credit shall be established for 80% of material cost 1½ months prior to shipment with a and validity of 3 months (including the document negotiation period). This L/C will be negotiable against shipping documents.</p> <p>For the balance 20% of material cost along with Erection & Commissioning charges, if any, an Irrevocable unconfirmed Letter of Credit shall be established 1 month prior to visit of the foreign technician (for commissioning) validity of 3 months (including the document negotiation period). This L/C will be negotiable against acceptance certificate and 10% Performance Bank Guarantee.</p> <p>All LC opening charges in India and outside</p>	



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	<p>India will be to the supplier's account.</p> <p>Loading for deviation on payment terms if the above is not agreed by vendor will be @ 1.5% per month.</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: In case of foreign bidders please indicate the currency like Euro / US\$ / GBP etc. For indigenous bidders 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>	
4	<p>Earnest Money Deposit (EMD): The tenderer shall be required to deposit earnest money of Rs. 20,000/- (Rupees twenty thousand only) through Demand Draft/Pay Order only payable at Punjab National Bank or State Bank of India at Goindwal Sahib, Distt. Tarn Taran.</p> <p>An envelope containing EMD shall be attached clearly marked "EMD" and reference to Enquiry no. Part I bids of those tenderers only shall be considered who have attached EMD envelope.</p>	



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	<p>PSUs of Central Government/State Governments shall be exempted from submitting EMD provided that a certificate of ownership issued by concerned government department is submitted in the envelop of EMD.</p> <p>EMD given by all unsuccessful tenderers shall be refunded normally within 30 days of PO/Contract to successful tenderer. EMD shall not carry any interest.</p> <p>EMD shall be forfeited in case of:</p> <ol style="list-style-type: none">1. Withdrawal/modification of an offer within the validity period.2. Successful tenderer does not honour PO/Contract. An acknowledgment of PO agreeing to all terms and conditions shall be sent immediately on receiving PO within the term specified in PO.	
5	<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.</p> <p>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>	
6	<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 unconditional penalty at the rate of ½% of the value of goods for each week of delay subject</p>	



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	to a maximum of 15% 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 15% will be loaded @ % age deviation from 15% and their accepted %age. Eg. If a bidder accepts for a max of 7% LD, their offer would be loaded @ 8% (15 – 7 = 8). As regards LD, the delivery date (FOR dispatching station for indigenous / FOB delivery for import) shall be considered.	
7	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.	
8	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 for indigenous / FOB delivery for import) to be indicated. (b) Commissioning, Prove-out and handing over of complete system to be indicated.	
9	Warrantee: Warrantee on satisfactory performance of the equipment shall be given for a minimum of 12 months from the date of commissioning and performance prove-out at BHEL.	
10	Agency Commission: Please specify the %age agency commissioning, if applicable or else please mention “not-applicable”	
11	Validity: Validity of the offer should be 120 days from	



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	the date of tender opening.	
12	Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
13	Terms of Delivery:	
13.1	Foreign Bidders: CFR Mumbai Port	
13.2	Indigenous Vendors: FOR, BHEL, Stores Industrial Valves Plant 433, Industrial Complex Goindwal – 143 423 District: Tarn Taran (Punjab), India	
14	Port of loading:	
15	Country of origin:	
16	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		
Excise duty	[Inclusive/Extra]	%
Cess thereon	[Inclusive/Extra]	%
CST, against form "C"/VAT	[Inclusive/Extra]	%
Delivery destination	FOR Goindwal Sahib [for indigenous bidders] CFR Mumbai Seaport [for foreign bidders]	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.



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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



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date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s BHEL will be dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

6. We (indicate the name of the Bank), further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time of from time to time any of the powers exercisable by the Company against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)

8. It shall not be necessary for the Company to proceed against the contractor before proceeding against the guarantor-Bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealized.

9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts 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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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 SIGNATORY	:	

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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PART-A TECHNICAL SPECIFICATION OF WELDING SETS

SL.No	DETAILS OF BHEL SPECIFICATION		Vendor's Offer Details
1.	Type of Welding Sets:		
1.1	Inverter Controlled general purpose Welding Power Sources (600 Amps. @ 60% duty cycle)	Vendor to confirm	
2.	Application:		
2.1	The proposed Welding Machine is intended for use with Manual Arc Welding Process for radiographic Quality Welds like Butt Joints, Fillet Welds, and Double Groove Welds coming in High Pressure Vessels using ϕ 2.5 mm to ϕ 6.3 mm basic coated stick electrodes.	Vendor to confirm	
2.2	The Offered Welding Machine shall be PORTABLE in Nature and a CONSTANT CURRENT DC Power Source.	Vendor to confirm	
3.	Equipment specification:		
3.1	Welding Power Source with Transport Trolley / Wheels Control Unit		
3.2	Integrated with Power Source(for Hot Start / Surge Current & Arc Dynamics Control / Arc Force)		
3.3	Hand Operated Remote Control Unit for Current Variation		
3.4	Set of Inter-Connecting Cables, Adapters etc.		
3.5	Welding Cable and Welding Holder (multiples of 5 mtrs. in length)		
3.6	Return Current Cable with Screw / Spring Type Earth Clamp		
3.7	Electrical & Mechanical Spares for Power Source & Control Unit		
3.8	Operation & Maintenance Manuals – Two Copies per Machine		
3.9	Commissioning of Equipment and Performance Prove-out of the offered equipment at BHEL Works, by Supplier's Representative, free of cost.		
4.	Features:		
4.1	Type	Powersource shall be Inverter Controlled with IGBT and capable of delivering a smooth Constant Direct Current (in DCEP mode), even with a fluctuation of ± 10 % in the Input Voltage	Vendor to confirm
4.2	Switching Frequency	BIDDER has to indicate the Switching Frequency of the Inverter Circuit 20-50 khz.	



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Sl. No.	DETAILS OF BHEL SPECIFICATION			Vendor's Offer Details
4.3.	Current Rating	600 Amps. @ 60 % Duty Cycle OR Around 375 Amps. @ 100% Duty Cycle.		
4.4	Operating Range for Welding Current	Operating Range for Welding Current 80 Amps. to 600 Amps. (with stepless variation) and Welding Voltage 21-44 V	Vendor to confirm	
4.5	Open Circuit Voltage	BIDDER to mention the Open Circuit Voltage for the offered Powersource [Preferred OCV is above 75 V]		
4.6	Current Setting	The variation in the set value of the welding current to the actual value, shall not exceed 1%.	Vendor to confirm	
4.7	Current Control	Preferred through a local variator [with the help of a 1-2 inch diameter KNOB] provided in the Front Panel of Powersource and the Remote Control Unit.		
4.8	Power Input	415 \pm 10% V AC, 3 Phase, 50 \pm 2% Hz, through a 3 Wire System [4th wire for EARTHING]– No Neutral Conductor	Vendor to confirm	
4.9	Input Power Cable	A 5 metre long electric input power cable with protective sheathing to be provided with the powersource.		
4.10	Control Panel Switches	Power ON/OFF, Remote ON/OFF, Voltage & Ampere Control, Hot Start/Surge Control, Arc Dynamics /Arc Force Control	Vendor to confirm	
4.11	Voltmeter & Ammeter	Factory Installed Digital Ammeter & Voltmeter on the front panel with easy removal and replacement for periodic instrument calibration	Vendor to confirm	
4.12	Arc Strike	Selection for Instantaneous Arc Strike with HOT START for SMAW Process.		
4.13	Arc Dynamics Control – Electronic Inductance Variable Control	To minimise spatter and optimise weld-bead wetting action, during welding of materials special materials like Stainless Steel, in addition to Carbon and Low Alloy Steels.	Vendor to confirm	



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Sl. No.	DETAILS OF BHEL SPECIFICATION			Vendor's Offer Details
4.14	Insulation	Class "F/H" – to suit Tropical Working Conditions		
4.15	Machine Protection	IP 23 – Degree of Protection	Vendor to confirm	
4.16	Machine Cooling	The Powersource shall feature a 'state of art' forced air cooling system that ensures adequate cooling of the components while preventing dust and metal particles from being drawn in.	Vendor to confirm	
4.17	Functional /Elemental Design Protection	a) Inbuilt protection for the IGBT/Powersource against Thermal / Overload / Short-Circuit /Single or Two Phase Power Input Conditions. b) All PCBs shall be sprayed with mould coating to prevent damage from dust and grinding particles. c) Machine Design to ensure proper earthing for the machine and its peripherals	Vendor to confirm	
4.18	EMI Suppression	a) Powersource shall be equipped with a suitable Filter Network connected to the INPUT Power Line, to prevent propagation of EMI either into or out of the Powersource. b) All metal enclosures and internal shields shall prevent radiated EMI. c) BIDDER has to elaborate the DESIGN FEATURES to meet the above requirements.	Vendor to confirm	
4.19	Portability	Under-Carriage with hard rubber lined/Teflon wheels for portability of the powersource by manual pushing		
4.20	Ambient Conditions	Temperature upto + 50 ° C ; Humidity upto 90 % but both upper limits do not occur simultaneously.		
4.21	Load Compensation	Output variation due to line voltage fluctuation,cable heating or drift due to the use of long cable,[20 metres long welding cable] to be eliminated.	Vendor to confirm	
4.22	Electrode Holder & Return Current Connection	Heavy Duty rugged LUG type terminals to connect 50 mm ² Welding Cable for SMAW Electrode Holder and Return Current Cable for SMAW Process	Vendor to confirm	



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Sl. No.	DETAILS OF BHEL SPECIFICATION			Vendor's Offer Details
4.23	Welding Current Cable	SMAW Welding (current) Cable, 10 mtrs. in length, with one end connected to the Power source and the free end provided with a FEMALE Connector to connect a MALE Connector with 50 mm ² Cable of the Manual Welding Electrode Holder.	Vendor to confirm	
4.24	Return Current Cable	Welding Current RETURN Cable , 10 mtrs. in length, with one end connected to the Power source and the other end provided with a Screw Type Earth Clamp	Vendor to confirm	
4.25	Power Rating	BIDDER to indicate the Maximum Power Rating[in kVA] of the Powersource and the NO-LOAD Power Consumption in Watts (within 200 Watts).	Vendor to confirm	
4.26	Power Source Model	To Specify the Model of Powersource Offered		
5.	Equipment Specification – Remote Unit Control Features:			
5.1	Application	For welding current variation from a distant work place, in addition to that provided in the front panel of the welding powersource.		
5.2	Type	Hand Operated with 10 mtrs. long control cable with end quick-fix end connectors		
5.3	Current Control	Stepless Variation of Welding Current		
5.4	OPTIONAL REMOTE CONTROL UNIT	To quote for a suitable Remote Control Unit , which operates on Wire-Less (Cord Less) mode.		
6.	O & M Manuals :			
6.1	No. of Copies	3 (Three) for Each Machine	Vendor to confirm	
6.2	Language	English		
6.3	Soft Copy	One SOFT COPY in CD-ROM is to be given for each machine, containing the details mentioned under Clause Sl. No. 6.4.0		



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Sl. No.	DETAILS OF BHEL SPECIFICATION			Vendor's Offer Details
6.4	Manual Details :	<p>a. Manual shall contain all instructions for machine installation and welding trial testing, in sequence.</p> <p>b. Manual to give general circuit diagrams, showing the interconnection of various elements and also details on PCBs [Printed Circuit Board] like tapping voltages, main electronic elements' specifications and ratings, etc.</p> <p>c. Manual to give other details like trouble shooting chart, weld parameters selection for various base metals, etc.</p> <p>d. Master List of Parts & Spares used in the machine with Make, Model, Rating, etc.</p>	Vendor to confirm	
7	General Points:			
7.1	Inspection	<p>a. The welding machines shall be offered for inspection by BHEL Engineers at supplier's works for performance evaluation prior to despatch.</p> <p>b. Welding Trials are to be taken on 20 mm thick Plate Butt Joints with ϕ 2.5, 3.15, 4.0 and 5.0 mm SMAW Electrodes of Class E7018-1 and E-9018-B3.</p>	Vendor to confirm	
7.2	Commissioning	The equipment shall be commissioned, free of cost by the supplier's representative at BHEL Works.	Vendor to confirm	
7.3	Training	The Supplier's SERVICE ENGINEER shall give training in the Operation and Maintenance (mainly on electric/electronic troubleshooting) of the machine for BHEL Staff, after the successful commissioning of the Welding Machines.	Vendor to confirm	
7.4	Warranty	The machine shall be warranted for a minimum of 12 (twelve) months from the date of commissioning & performance prove-out at BHEL.	Vendor to confirm	
7.5	Bought-Out Items	<p>a) The Bought-Out Items - like Motors, IGBTs, ICs, Relays, Contactors, Switches, Electronic Elements, etc., used in the Powersource & Control Unit shall be of Internationally Reputed Manufacturers only.</p> <p>b) BIDDER has to furnish the MAKE of Bought-Out Items proposed to be used in the Welding Machine, with the OFFER .</p>	Vendor to confirm	



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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.	