

Domain :	bhel.abcpurchase.com		
Parent department:	BHEL Trichy		
Unit name	:	BHEL Trichy	
Purchase group	:	FB M&S ReCondition	RFQ/NIT/Enquiry Officer : SUBRAMANIAN S
Event ID	:	41147	RFQ/NIT/Enquiry no. : 2682000002
Enquiry Date	:	18/02/2020 05:30:00	
Tender Description	:	Retrofitting to Cirseam Submerged arc welding machine (SAW) with new thyrister based power source and controllers	
Terms & Conditions	:	1. Please submit your detailed offer in two part bid system online i.e. Part-I. TECHNO-COMMERCIAL BID Part-II. "PRICE BID". . 2. Online tender details are furnished in Annexures. All the relevant documents in the attachments have to be appropriately filled-in, duly signed & rubber stamped and submitted online. The online offer should be submitted on or before the due date and time. . 3. Point-to-point confirmation to BHEL's specification and commercial terms & conditions shall be provided. . 4. Offers with validity of less than 120 days and non-acceptance of LD and RP clause will lead to rejection of submitted offer. . 5. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day. . 6. Order shall be placed on single vendor on cumulative L-1 basis for total package. . 7. BHEL will consider MSE vendor as per Government guidelines. . 8. Bill Processing Method: Supplier has to ensure the full quantity of material delivery within given PO delivery date to process the bill for payment. In case supplier's fails to deliver full quantity within delivery date, bills received after PO delivery date will be processed after final despatch of the total pending supply. Further, bills will be clubbed and forwarded for payment processing as a single bunch. . 9. Vendor has to mandatorily go through the GST information as per attached Annexure-D. Copy of GSTIN & PAN to be submitted along with techno-commercial bid. . 10. Corrigendum if any, with respect to this tender will be hosted only in the website http://www.bhel.com or https://eprocure.gov.in/epublish/app. You are requested to visit	

the website regularly for updates.

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11. List of Attachments:

- a. Pre-Qualifying Criteria: PART -A
- b. Technical Specification: PART -B
- c. Commercial Terms & Conditions: Annexure-A
- d. CA certificate for MSE vendors: Annexure-C
- e. GST Information: Annexure-D
- f. PBG Format: Annexure-E.

Product / service / work keywords : Retrofit Device,Welding Machine,

No. of Bid Parts : Multiple Envelope : Techno-commercial bid , Price bid

Type of contract : Goods Project duration / delivery or completion period : 27.03.2020

Download document : Before login RFQ floated under the policy : PP-PURCHASE POLICY

Estimated Category : G Delivery/Location At : BHEL STORES

Delivery Date : 27/03/2020 05:30:00 Inspection by Agency : BHEL ENGINEERS

Inspection Location : BHEL WORKS TRICHY Min. bid required : 3

Bid submission configuration

Bid evaluation : Grand Total Package Bidding access : Open Tender

Base currency : INR Bidding type : NCB/Indigenous

Key configuration

Pre-bid meeting : Don't allow

Dates configuration

Document downloading start date : 19/02/2020 08:30:00 Document downloading end date : 29/02/2020 13:00:00

Bid submission start date : 19/02/2020 08:30:00 Bid submission end date : 29/02/2020 13:00:00

Bid opening date : 29/02/2020 13:01:00

Document / EMD / Security fee detail

Document fees : Not required EMD : Not required

Bidding forms

PART-II : PRICE BID

PRICE BID

MATERIAL DESCRIPTION	QTY	UNIT
Retrofitting of SAW Machine in Bldg. 1	1.00	SET
ERRECTION AND COMMISSIONING	1.00	AU

Information for Online Participation

Bidder who wish to participate in this tender needs to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies, or they may contact e-Procurement Technologies Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd.

Corporate Office:

Address : A-201/208, Wall Street - 2, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad - 380006, Gujarat(INDIA)

Digital Certificate Contacts

Contact Person : Mr. Himalay Vaishnav
Cell : +91-9099090830
Phone Nos. : +91-9099090830
Fax No :
e-Mail : info@abcProcure.com

Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad
Cell : +91-9265562819
Phone Nos. : +91-79-68136872/823/872/871
Fax No :
e-Mail : Bhel.Support@abcProcure.com

Bidder who wish to participate in e-Tender need to fill data in predefined forms of Price bid available in respective tender only. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder need to submit Document Fees, EMD & Reference Documents in hard copy if such instruction are given by tendering authority. As Per the new Inter-operability guidelines released by Controller of Certifying Authorities(CCA), the Secured Socket Layer(SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2.

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop. In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.abcprocure.com just below the label of "Knowledge section".

Fraud Prevention

Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Preference to Make in India

For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

Retrofitting to Cirseam Submerged arc welding machine (SAW) with new thyristor based power source and controllers in Bldg.I.

Part - A Pre - Qualification criteria

Sl.No	BHEL Specifications	BHEL Comments	Vendor's reply
1	Only the offer of those vendors who have successfully carried out retrofitting (or) Supply, Erection & Commissioning of minimum One SAW welding machine with ADOR/ ESAB/ LINCOLN make welding power source will be considered. The Vendor has to submit P.O. copies in support of the above.	Vendor to confirm & to submit the P.O. copies	
2	The Vendor shall provide the list of customers to whom such retrofitting has been carried out in the past along with the details of contact person's name, e-mail id & phone no.	Vendor to provide the details	
3	Vendor has to submit copy of 'Performance certificate' from atleast one customer as a proof for satisfactory performance of the retrofitted (or) Erection & commissioned SAW welding machine with ADOR/ ESAB/ LINCOLN make welding power source. The subject machine shall be retrofitted (or) Erection & commissioned in the last five years (from the date of opening of this tender) and should be working satisfactorily for more than 1 year from the date of retrofitting (or) Erection & Commissioning.	Vendor to confirm & to provide Performance certificate(s)	

Retrofitting to Cirseam Submerged arc welding machine (SAW) with new thyristor based power source and controllers in Bldg.I.				
Part - B Technical Specifications				
Sl.No	Description	BHEL Comments	Vendor's reply	DEVIATION IF ANY,VENDOR TO SPECIFY
A	Existing machine application:			
1	The existing SAW machine is used for heavy duty circumferential welding of edges of pipe made of mild steel, low alloy or stainless steel.	Vendor to note		
B	Technical specifications of the required new system :			
I	Welding Head:			
1	The welding head shall consist of welding torch, wire feed mechanism incorporating a high torque DC geared motor, wire straightening and feed rollers, welding tip vertical and horizontal (parallel to pipe/job) adjustment mechanism . The accessories like wire straightening and feed rollers, welding tip, etc., shall be supplied for each wire size mentioned in the enquiry.	Vendor to note & confirm		
2	The welding head has to be adjusted transversely(parallel to pipe/job) and also vertically to bring the welding tip in correct position and swivel up to 45°with locking mechanism.	Vendor to note & confirm		
3	The weld head vertical and transverse movement(parallel to pipe/job) for positioning wire feeder tip after each welding pass should be provided with by suitable screw rod mechanism and with DC geared motors .	Vendor to note & confirm		
II	Tractor Carriage:	Vendor to note & confirm		
1	The tractor carriage shall be fabricated from steel sheets and provided with four wheels suitably insulated and for travelling on rails.	Vendor to note & confirm		
2	The trolley has to support the cross/vertical beam fitted with welding head on one side welding roll fixture at middle and control box on the opposite side, which can be fixed on the top of the trolley. Capacity of Tractor = 60 Kgs. (max.) without wire roll Welding wire roll with fixture is 50 kg(approx)	Vendor to note & confirm		
3	The trolley should support pushing and pulling horizontally through motorised control .	Vendor to note & confirm		
4	Rails made out of steel sections with suitable reinforcements, in segments of 2000 mm (in length) with suitable end couplers to build a welding track length of 6,000 mm. (To offer for rails of six segments each of 2000 mm long with couplers).	Vendor to note & confirm		
III	Welding Process parameters:	Vendor to note & confirm		
1	* Welding speed : 120 mm to 1800 mm/min. * Wire feed speed : 2.5 to 10 M/Min. * Wire diameter : 2.4 mm to 6.3 mm * Max. Welding Current : 1000 Amps (At 100% duty cycle) * Capacity of flux container : 5.0 Kg. (max.)	Vendor to note & confirm		
2	Supplier to ensure supplied wire feed assembly of suitable specifications so as to fulfill the above mentioned welding process parameters without any abnormal operation.	Vendor to note & confirm		

Sl.No	Description	BHEL Comments	Vendor's reply	DEVIATION IF ANY,VENDOR TO SPECIFY
IV	Power Source:	Vendor to note & confirm		
1	Requirement of supplied power source:- * Welding Current Range : 150 to 1200 Amps. * Duty Cycle : 60%(min.) for 1200 Amps and 100% for 1000Amps. * Open Circuit Voltage : 33Volts (DC) (Minimum) to 75Volts (Maximum) * Welding (Operating) Voltage : 20 to 46 Volts DC * Characteristics : Full wave constant potential * Input Power Supply : 415 +/- 10% V, 50 Hz, 3-phase AC,3 - wire system. * Insulation : Class H * Design Feature : Fully thyristorised with six SCRs	Vendor to note & confirm		
2	The powersource shall be provided with : a) 100 % copper or superior quality aluminium windings. b) Ammeter and Voltmeter (either analog or digital). c) Provisions for connecting the Hand-held remote control unit to vary the welding current & voltage. d) Two numbers of lifting hook for EOT crane. * The control, welding and earth cables connecting the power source to the welding unit shall have a length of twenty metres.	Vendor to note & confirm		
3	The welding power source should have close loop feed back facility	Vendor to note & confirm		
4	Existing system:- ADOR SUBARC 1200 welding power source, 1200A @ 60% Duty cycle, 30-53V OCV, Machine operated at 35-40V, 300 - 550A , I/p Current 100A max drawn through 3Ph. 3 wire system. (For Information)	Vendor to note & confirm		
5	The supplied power source should be a source for constant voltage as well as constant current for better control on welding.	Vendor to note & confirm		
V	Controls :	Vendor to note & confirm		
1	The control panel shall be mounted opposite to the welding head and able to be fixed at a convenient angle for easy reading of parameters.	Vendor to note & confirm		
2	The control panel shall incorporate the following : * Meters for reading welding current, voltage and carriage speed. * Potentiometer for wire feed, voltage and carriage speed adjustment. * Push buttons for upward / downward, and forward/reverse(parallel to pipe/job) of weld head ,inching of the electrode wire. * Switches for start and stop of welding. * Forward, off and reverse movement of the Tractor * 4W, 24V AC, LED type Spot light for monitoring the welding and indication lamp for welding 'ON'.	Vendor to note & confirm		
3	Generally the jobs (Pipes) are mounted on a rotator in order to perform Cirseam welding . Suitable control system for synchronization of job rotation and weld-on should be provided.	Vendor to note & confirm		

Sl.No	Description	BHEL Comments	Vendor's reply	DEVIATION IF ANY,VENDOR TO SPECIFY
4	Only 3 Phase 3 wire, 415V, 50 Hz AC supply will be provided by BHEL at their works . Any additional modification or change in supply system should be under the scope of the supplier. The cables, hoses, switchgears required for this distribution / modification are under the scope of the Vendor.	Vendor to confirm		
5	The operator should be able to successfully change/adjust the current and voltage parameters through the control panel itself without the need to manually set the parameters every time in the power source itself.	Vendor to note & confirm		
VI	General:	Vendor to note & confirm		
1	The Vendor shall visit BHEL - Trichy and study and consultation with area maintenance executive (if required) the machine before quoting for the same.			
2	The offer shall meet all the requirements mentioned in the specifications. A point to point confirmation has to be given along with the offer.	Vendor to note		
3	The scope also includes erection, commissioning and trial prove out of the supplied system at BHEL - Trichy.	Vendor to note		
4	Consumables like contact tip/nozzles for 2.4mm, 3.15mm, 4.0mm and 4.8mm dia. wires shall also be included in the scope of supply. Feed and straightening rollers suitable for the above said dia wires also may be included in the supplied items.	Vendor to note & confirm		
5	Electrical and Mechanical spares for two years of trouble free operation to be included in the scope of supply.	Vendor to quote		
6	The equipment shall be offered for inspection and trials before dispatch.	Vendor to quote		
7	The supplier shall depute his representative for the erection and commissioning of the equipment at BHEL works and for further job trials. The commissioning activity involves conducting successful welding trials on a 400mm dia. Pipe cir seam joint by using the 4.8mm wire. The required 4.8mm wire will be arranged by BHEL.	Vendor to confirm		
8	The guarantee shall be for a minimum period of twelve months from the date of commissioning of the equipment (Or) 18 months from the date of supply of items at BHEL - Trichy whichever is earlier.	Vendor to confirm		
9	Three sets of instruction and maintenance manual containing all the detailed electrical and electronic circuit diagrams shall be supplied along with the welding system.	Vendor to confirm		
10	The Power source & Welding head (consisting of wire feed assembly & wire feed controller) shall be any one of the following makes: ESAB, LINCOLN, ADOR.	Vendor to confirm		
11	Other than the welding cables, power & control cables shall be routed through high quality flexible conduit to provide mechanical protection.	Vendor to note & give Make and Model		

Sl.No	Description	BHEL Comments	Vendor's reply	DEVIATION IF ANY,VENDOR TO SPECIFY
12	The power & control cables shall be of PVC insulated, flexible multistrand copper cables and they shall be from reputed manufacturers like Havels, etc.	Vendor to confirm		
13	The Vendor to clearly mention the Make & Model of the SAW power source, Wire feed motor, Wire feed controller and other major components in the offer. Also, should submit the technical catalogue of the offered items along with the offer.	Vendor to confirm		
14	Though the items to be supplied and Scope of work are given, still any other item is required for successful completion of erection and commissioning of welding system are under the scope of the Vendor.	Vendor to confirm		

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI
MM / SERVICES / CP&SP

Annexure-A

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE INDIGENOUS
VENDORS.

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed, BHEL reserves the right to reject such offer)

CHECK-LIST FOR INDIAN VENDORS

SL. NO.	DESCRIPTION
1.	❖ The Bidders shall submit their offer through E-Procurement website only https://bhel.abcprocure.com/EPROC. • Part I - Technical and Commercial Bid: This should contain all the copies of technical bid together with un-priced commercial bid. • Part II - Price Bid: This part should contain the schedule of price particulars and must be correlated to the technical details provided in Part I. Offers will be accepted & received till 14.00 Hr. on the due date. Therefore Vendors shall ensure to submit the offers before this time. Late offers will not be considered. Bidders are requested to refer to “DSC Guidelines” & “Bidder Manual” for submission of e-tender through EPS portal. In case of any assistance, please Contact: +91-79-68136809/871/861/823/872. 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.
2.	<u>OPENING OF TENDERS:</u> The Part I - Technical & commercial bid alone would be opened on the Tender opening date through EPS. The Part II - Price bid of technically suitable Bidders alone would be opened through EPS. The Technically Suitable Bidders would be informed about the Price Bid opening date through e-mail / EPS. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - Price bid.

3.	<u>Taxes and Duties</u> All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with GST & GSTIN, HSN/SAC code etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, GST No. 33AAACB4146P2ZL, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, TAN: CHEB03560E, Service Tax Registration No (STC)- AAACB4146PST006.Assessment circle Thiruverambur.	
4.	<u>Special Provisions for Micro and Small Enterprises (MSE)</u> 1. BHEL will consider MSE vendor as per Government guidelines. 2. In case MSE vendor participating in the tender quotes within the price band of L-1+15%, they will be allowed to supply the portion of the requirement subject to acceptance of L-1 price by MSE vendor. 3. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either valid NSIC Certificate or Udyog Aadhaar (UAM) along with attested copy of CA certificate (Format enclosed as per Annexure – C) applicable for the relevant financial year (latest audited), certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small). Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Offer/s received without these documents will lead to consideration of their offer at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier. 4. Payment for MSE Indigenous vendors will be as per MSMED Act 2006.	
No row shall be left blank. Please indicate NA, in case the item is “Not Applicable”		Vendor’s confirmat ion
5.	<u>Validity:</u> Validity of the offer should be 120 days from the date of tender opening.	
6.	<u>Release of Purchase Order:</u> a) Purchase Orders will be released on successful L-1 vendor on single package basis. b) Separate orders for supply & service will be released on the successful L-1 vendor. (Service order released only in the case of, Installation / erection / commissioning)	
7.	<u>Payment Terms for supply Portion:</u> a) 80% of payment will be released after receipt & acceptance of supplied material. b) Balance 20% of payment will be released within 45-90 days after receipt, acceptance & commissioning of supply materials against submission of 10% PBG for a Warrantee period of 18 Months.	
	<u>Payment Terms for Installation & Commissioning Portion (if applicable only):</u> 100% of the installation / commissioning charges (in case contract involves erection / installation / commissioning) shall be paid only on completion of such erection / commissioning at BHEL, Tiruchirapalli	
	Any deviation in the above payment terms, any other conditions in the Payment Terms or any other Payment Terms will not be accepted and offer will not be considered.	
8.	<u>Performance Bank Guarantee (PBG):</u> The bidder in the event of an order, should furnish a Bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a format prescribed by BHEL, along with the order, for an amount equivalent to 10% (Ten percent) of the value of the contract. The PBG shall be valid for	

	a period of 18 months from the date of despatch or 12 months from the date of receipt / acceptance / commissioning of equipment at BHEL, Tiruchirappalli whichever is more, with a claim period of two months. The Performance Bank Guarantee shall be obtained from any one of the following banks which is a member bank in our consortium of Banks: <u>List of Consortium Banks</u> DEUTSCHE BANK AG, HDFC BANK, CITI BANK NA, STANDARD CHARTERED BANK, ICICI BANK LTD, THE HONGKONG & SHANGHAI BANKING CORPORATION LTD, JP MORGAN, AXIS BANK, THE FEDERAL BANK LTD., KOTAK MAHINDRA, INDUSIND BANK, YES BANK. <u>List of Nationalised Banks</u> ALLAHABAD BANK, ANDHRA BANK, BANK OF BARODA, CANARA BANK, CENTRAL BANK, CORPORATION BANK, INDIAN BANK, INDIAN OVERSEAS BANK, ORIENTAL BANK OF COMMERCE, PUNJAB NATIONAL BANK, PUNJAB & SINDH BANK, STATE BANK OF INDIA, SYNDICATE BANK, UCO BANK, UNION BANK OF INDIA, UNITED BANK INDIA, VIJAYA BANK, IDBI. If PBG is issued by foreign counter part of the BHEL consortium Indian Bank, in case of claim against the PBG, it will be lodge in any one of the Indian counters of the Foreign Bank which issued the PBG.	
9.	<u>Liquidated Damages (LD):</u> The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. Where the seller supplies or dispatches the goods, beyond the delivery period Liquidated Damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value. Detail of LD mode are shown below: Single Delivery Date (Material Dispatched after Due date) Once the delivery due date is crossed, bills have to be clubbed till final despatch and forwarded for processing of payment as a single bunch. LD percentage will be calculated from Delivery due date to final despatch date. (100% Order should be completed for processing the bill) Staggered Delivery LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value. PO Pending value (each Bill Value) up to Max 10 % of Total PO value) <i>Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). For the purpose of Imposing LD, (i) B/L date for "CFR Terms" (Import supplies) or (ii) LWB date for "FOR Delivery Terms" (Indigenous supplies) shall be considered.</i>	
10.	<u>Risk Purchase:</u> The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in our LD clause.	
11.	<u>Delivery Terms and evaluation process:</u> Indian Bidders should submit their offer for FOR-BHEL, Tiruchirappalli basis. Quoted rate should be inclusive of Packing & Forwarding and Freight & Insurance charges from works to BHEL, Tiruchirappalli. Applicable % of GST, GSTIN & HSN Code should be clearly indicated. Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL TRICHY).	

12.	<u>Guarantee:</u> Vendors shall provide a guarantee for a period of 12 months from the date of commissioning of the Equipment or 18 months from date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply. Offers from vendors not accepting the requested guarantee period will be rejected.	
13.	<u>Short shipment / Warranty replacement:</u> 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 warranty period shall be on FOR-BHEL, Tiruchirappalli basis.	
14.	<u>Inspection & Testing:</u> All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL stores or at any other place in India indicated by BHEL as the case may be. 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, Tiruchirappalli.	
15.	<u>Test certificates / Operating and Maintenance manuals:</u> The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.	
16.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
17.	If offers are received from both OEM/ Manufacturer and authorized Dealer or Agent, then offer Submitted by OEM/ Manufacturer will only be considered, offer of Dealer or Agent will be ignored.	
18.	<u>Suspension of Business Dealings:</u> Guidelines for Suspension of Business Dealings with Suppliers/ Contractors are available in BHEL website http://www.bhel.com . Bidders are requested to go through the same at their own interest for information. Manner except where the Contract has been terminated by either Party in terms of this Contract.	
19.	<u>ARBITRATION:</u> Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed by Head of the BHEL Units/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be the place from which the Contract is issued. The cost of arbitration shall be borne as per the award of the Arbitrator. Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.	
20.	❖ Point to point confirmation for the Technical Specification enclosed to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specifications will be liable for rejection. If needed additional sheets shall be used. ❖ Equipment offered shall be "New". Re-built / Re-conditioned / Used equipment's will not be accepted. Incomplete offers will not be considered for further processing.	

	❖ 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. ❖ BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL. ❖ The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost ❖ The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.	
21.	Company Details & Contact	
	Full Address of the company for future correspondence / placing Order. (Copy of address proof & PAN card shall be attached along with Part-I)	
	Company Email ID:	GST No. with copy
	Fax No	Pan No with copy
	Name of the contact person:	HSN Code
	Phone No.:	SAC Code
	e-mail ID	Mobile No.:
22.	TO BE CONFIRMED BY VENDOR	
	Country of origin:	
	Station of dispatch / Port Of Shipment	
	Delivery Terms: FOR BHEL Trichy Stores basis	
	GST % applicable for supply	
	Installation & Commissioning charge is inclusive (or) exclusive on basic rate (If applicable only) .	
	GST % applicable for Installation & Commissioning charge	
23.	DELIVERY SCHEDULE:	
	Supply Portion: Delivery schedule from the date of Letter of Intent / Purchase Order. (This should be inclusive of Order acceptance, drawing approval and time period required for receiving goods at BHEL Trichy etc.)	
	Time period required for Installation / Erection & Commissioning from date of site clearance Given by BHEL, Trichy.	
24.	Weight & Cubage of package:	
	Approximate Net weight of the total consignment:	
	Approximate Gross weight of the total consignment:	
	Approximate volume of the total consignment:	
For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail mpiraja@bhel.in / Subramanian.s@bhel.in		

NOTE: -

a) Your specific acceptances to our Payment terms, LD, Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.

b) No row shall be left blank. Please indicate NA, in case the item is "Not Applicable"

Declaration: -

We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

(AFFIX OFFICIAL SEAL HERE) Name:

Signature with date:

Designation:

Department:

(Please Affix Your Signature with Seal on Each Page)

Certificate by Chartered Accountant on letter head

This is to Certify that M/s.....
(here in after referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part—II).....
..... dtd•.....
Category:(Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No: S.O.1722(E) dated October 5, 2006:
Rs. Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs. Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs. Lacs for Micro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number –

Seal of Chartered Accountant

GST INFORMATION

Tender terms for GST in line with new GST Return System:

For supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier shall fully comply to the below points.

Indigenous suppliers:

1. *Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.*
2. *Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.*
3. *All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).*
4. **Invoices** *will be processed only upon completion of statutory requirement and further subject to following:*
 - a. *Vendor declaring such invoice in Form GST ANX-1*
 - b. *Receipt of Goods or Services and Tax invoice by BHEL.*
5. *As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).*

6. *In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.*
7. *In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor*
8. *In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.*
9. *Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.*
10. *Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.*
11. *GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.*

Vendor's Signature & Seal

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. 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. _____.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We.....BANK further agree with the Employer that the Employer 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 Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. We..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....⁶

- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date)⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD