

#### BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA

IKCCAP0098

RFQ DATE:
26.JUN.2019

RFQ NUMBER:

Due Date 10.JUL.2019 Time: 13:00 HRS

VENUE : **NEW ENGG. BLDG** 

PURCHASE FILE COPY

(for all correspondence)
Purchase Executive : Ishwar Kr Chaudary

Phone: 080 26998886

Fax:

E-mail: ishwarkc@bhel.in

Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by 13.00 hours IST and will be opened on the same day at 13.30 hours at the venue mentioned above. PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.

- 1. TENDER/OFFER MUST BE SUBMITTED IN TWO PARTS: (1).TECHNO- COMMERCIAL BID (2).PRICE BID SEPARATELY .COMMERCIAL TERMS SHOULD BE QUOTED ALONG WITH TECNO -COMMERCIAL BID.
- 2. VENDOR HAS TO CONFORM TO THE TECHNICAL SPECIFICATIONS (mentioned along with line item/ description) AS WELL AS THE ATTACHMENT (Ref: PS/202/SMT/1901 Rev. No. 01). DEVIATIONS, IF ANY, TO BE BROUGHT OUT CLEARLY IN THE TECHNOCOMMERCIAL BID.
- 3. VENDOR HAS TO SEAL & SIGN EACH AND EVERY PAGE/DOCUMENT OF THE RFQ.
- 4. VENDOR IS ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS, DOCUMENT CAPITAL-2017 SCHEME ENCLOSED WITH THIS RFQ. VENDOR HAS TO CONFORM TO ALL THE CLAUSES LISTED IN THE COMMERCIAL TERMS (ANNEXURE B FOR INDIGENOUS VENDORS AND ANNEXURE A FOR FOREIGN VENDORS) of CAPITAL-2017 SCHEME. DEVIATIONS, IF ANY, TO BE HIGHLIGHTED AND BROUGHT OUT CLEARLY IN THE TECHNICAL BID.
- 5. EARNEST MONEY DEPOSIT (EMD) OF RS. 1,50,000.00 ( RUPEES ONE LAKH FIFTY THOUSAND ONLY) IS MANDATORY AND TO BE SUBMITTED ALONGWITH THE TECHNO-COMMERCIAL BID. Please refer clause no. 10 of page no. 03 of CAPITAL 2017 SCHEME.EMD shall be sent either by Pay Order or Demand Draft in favour of M/s Bharat Heavy Electricals Ltd, Electronics Division, Bangalore 560026. In case of foreign bidder e-payment may also be made as EMD, details shall be obtained from purchase executive Mr.ishwar Kumar Chaudhary at email: ishwarkc@bhel.in and contact No: 080-26998044. Offers without valid EMD will be rejected.
- 6. DELIVERY REQUIRED FOR SUPPLY OF EQUIPMENT: 12 WEEKS FROM THE DATE OF BHEL PURCHASE ORDER.
- 7. DELIVERY REQUIRED FOR ERECTION AND COMMISSIONING (E&C): 01 WEEK FROM THE DATE OF INTIMATING THE SITE READINESS AT BHEL.
- 8. TERMS OF PAYMENT: 80% basic payment plus 100% taxes, duties and freight charges with 45 days credit from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG).PLEASE REFER CAPITAL-2017 PG NO. 14 FOR PAYMENT FOR FOREIGN VENDORS.
- 9. QUOTATION SHOULD BE VALID FOR 90 DAYS FROM DUE DATE.
- 10. WARRANTY: 24 MONTHS COMPREHENSIVE WARRANTY FROM THE DATE OF COMMISSIONING OR 30 MONTHS FROM THE DATE OF DELIVERY WHICHEVER IS EARLIER.
- 11. ADVANCE PAYMENT: QUOTATION WITH #ADVANCE PAYMENT# SHALL BE LIABLE FOR REJECTION.
- $12. \ TERMS \ MENTIONED \ IN \ THIS \ RFQ \ WILL \ BE \ TREATED \ AS \ FINAL \ IN \ CASE \ OF \ ANY \ AMBIGUITY.$
- 13. COMPLETE SET OF DESPATCH DOCUMENTS Commercial Invoice with GST number and HSN / SAC Code, Lorry Receipt (L/R), Packing List, Air Way Bill (AWB), Country of origin certificate, Warranty Certificate, Original Performance Bank Guarantee (directly from issuing bank to BHEL), POD (Proof of Delivery) on original L/R (ORIGINAL + 1 PHOTOCOPY SET) AS PER PURCHASE ORDER SHALL BE FORWARDED TO BHEL DIRECTLY.
- 14. PRE -DISPATCH INSPECTION OF THE MACHINE WILL WILL BE CARRIED OUT BY BHEL AT THE OEM SITE WITH THE FOLLOWING CONDITIONS.
- A. THE SUPPLIER SHALL INFORM BHEL 15 DAYS IN ADVANCE FOR THE INSPECTION.
- B. THE EQUIPMENT SHALL BE SHOWN FOR THE COMLETENESS IN ACCORDANCE WITH THE SPECIFICATION.
- 15. CONTRACT EXECUTION BANK GUARANTEE TO BE SUBMITTED (PLEASE REFER CLAUSE 19 ON PAGE NO 07 OF CAPITAL 2017.
- 16. ERECTION AND COMMISSIONING CHARGES SHOULD BE QUOTED AS 10% OF VALUE OF THE EQUIPMENT.
- 17. PLEASE QUOTE PRICE BID AS PER PRICE BID FORMAT ENCLOSED.
- 18. PLEASE SUBMIT UNPRICED BID (COPY OF PRICE BID AFTER HIDING PRICE) ALONG WITH TECHNICAL BID
- 19. For details please visit www.bheledn.co.in/ www.bhel.com/www.eprocure.gov.in. All corrigenda, addendum, amendment, time extension, clarification, etc. (if any) to above will be hosted on BHEL websites www.bheledn.co.in/ www.bhel.com . Bidder shall regularly visit website to keep themselves updated.
- 20. LC (LETTER OF CREDIT) PAYMENT TERMS HAVE BEEN DISCONTINUED BY BHEL AS A MATTER OF COMPANY POLICY. PLEASE DO NOT QUOTE LC PAYMENT TERMS.
- 21. ANY DEVIATIONS FROM OR ADDITIONS TO THE "GENERAL CONDITIONS OF CONTRACT" OR "SPECIAL CONDITIONS OF CONTRACT" REQUIRE BHEL'S EXPRESS WRITTEN CONSENT. THE GENERAL TERMS OF BUSINESS OR SALE OF THE BIDDER SHALL NOT APPLY TO THIS TENDER

For and On behalf of BHEL.



Sl No.

# BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA

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 $\begin{array}{c} VENUE:\\ \textbf{NEW ENGG. BLDG} \end{array}$ 

Delivery Date

PURCHASE FILE COPY

Description

(for all correspondence)

Purchase Executive: Ishwar Kr Chaudary

Delivery qty

Phone: 080 26998886

Fax:

Unit

E-mail: ishwarkc@bhel.in

Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by 13.00 hours IST and will be opened on the same day at 13.30 hours at the venue mentioned above. PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.

Qty

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
	Installation & Commissioning		NO	1	30.OCT.2019
1	- -				
	KA9018209775 Reflow Oven		NO	1	30.OCT.2019
2	Reflow Oven				
	Test Certificate				

#### Total Number of Items - 2

Please note that the tender will be opened in the presence of the bidders or his authorised representatives (maximum two per organisation) who choose to be present with authorisation letters. Refer annexure for the terms and conditions.

Preference will be given to vendors who accepts our standard payment terms i.e. 100% payment - 30 days after receipt of material at our works subject to acceptance. Please specify Terms of delivery, Excise duty, sales tax, Ex-BHEL, Ex-works surcharge, Insurance, P&F, Freight and other taxes very clearly.

 $For evaluation, exchange \ rate (TT \ selling \ rate \ of \ SBI) \ as \ on \ scheduled \ date \ of \ tender \ opening \ (Part-I \ bid \ incase \ of \ two \ part \ bid) \ shall \ be \ considered.$ 

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com

- i). This is only RFQ not an order.
- ii). In all correspondence quote RFQ No. & due date.
- iii). In Quotation BHEL material code / RFQ Sl. No. should be mentioned clearly.
- iv). Quotation Envelope / Fax not superscribed with RFQ No. and due date is liable for rejection.
- v). Quotation should remain valid for a minimum peiod of 90 days from due date.
- vi). In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list.
- vii). All Prices should be written in words and numbers.
- viii). Excise Chapter Heading should be mentioned for all items where VAT is applicable.

Vendors list to whom RFQ has been sent:

1. BHEL, Electronics Division (X563699) - 6400126906

For and On behalf of BHEL.

Page 2 OF 2



MMI:PU:RF:003

BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division
PB No. 2606, Mysore Road Bangalore - 560026
INDIA

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Due Date 10.JUL.2019 Time: 13:00 HRS

VENUE : NEW ENGG. BLDG

To:

BHEL, Electronics Division (X563699)

MYSORE ROAD,, BANGALORE - 560026

Karnataka India

(for all correspondence)
Purchase Executive : Ishwar Kr Chaudary

Phone: 080 26998886

Fax:

E-mail: ishwarkc@bhel.in

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For and On behalf of BHEL.

Page 2 OF 2



PS/202/ SMT/ 1901/ Rev. 01 Page 1 of 12

# PURCHASE SPECIFICATIONS FOR - REFLOW OVEN

Issued By: SA/Production
Dt. 21.06.2019

Prepared By:

प्रभाकरन के., प्रबंधक / एस.ए.-उत्पादन
PRABHAKARAN K., MANAGER/SA-PRODUCTION
Approved By:

Approved By:

चार्युः त्राव्यं ಟಿ.ಎನ್. ಉ.ಪ್ರ.ವ್ಯ./ಉ.ಜೋ.-ಉತ್ಪಾದನೆ पार्श्वनाथ टी.एन., उ.म.प्र./एस.ए.-उत्पादन PARSWANATH T.N., DGM/SA-PRODUCTION BHEL-EDN, MYSORE ROAD, BANGALORE-560026.

**Copyright and Confidential:** The information on this document is the property of BHEL. It must not be used directly or indirectly in any way detrimental to the interest of the company.



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	Pre-Qualification criteria	Compliance (Pl. write Yes/No)
1	<ul> <li>a. The vendor shall be an Original Equipment Manufacturer (OEM) Based in India, (OR)</li> <li>Foreign OEM with Authorized Indian dealer(s) / representative(s) for sales, spares and service. The authorization letter for the dealer/ representative shall be provided,</li> <li>b. Offer can be submitted by the OEM or their authorized dealers in India along with a latest and valid authorization letter.</li> <li>If the offer is from an authorized representative in India, the Indian representative cannot quote for the same equipment from 2 or more different OEMs.</li> <li>Additionally, if an Indian dealer is submitting the offer, an authorization letter from OEM to submit the offer for this RFQ is also to be provided.</li> </ul>	
2	The offer shall be only for new equipment and not for any refurbished / used equipment. A declaration to the above effect to be furnished.	
3	All the parts used in the machine shall also be new and not used / refurbished ones. A declaration to the above effect to be furnished.	

Color





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4	The vendor should have already installed 4 nos. of similar machines during the last five years in India and operating satisfactorily for at least one year. The details of the customers with contact details, machines installed, date of installations etc. to be provided.	
	Documents to be provided:  i) Copy of PO's placed by the customer  ii) Copy of Installation Certificate  iii) Performance certificate from Customers	
5	The vendor or their authorized service representatives should have trained engineers in India for commissioning & service for the offered equipment. A declaration to the above effect to be furnished.	
6	The vendor shall arrange for a demonstration of the machine or a similar machine operating in India, if required by BHEL.	
7	The vendor shall agree for comprehensive warranty for at least 24 months from the date of commissioning or 30 months from the date of delivery, whichever is early.  After the end of warranty, the vendor shall agree to provide non comprehensive AMC for next five years. AMC will include Preventive maintenance as recommended by the OEM and unlimited breakdown calls.	

## NOTE:

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- 1. Pre-qualification evaluation will be carried out based on the details furnished by the vendor / feedback from their customers / inspection of the company / product if required by BHEL and at its sole discretion.
- 2. Pre-qualification criteria are mandatory requirements and the technical bids will be evaluated only when the Pre-Qualification criteria are met.
- 3. All supporting documents against the PQC requirements are to be submitted along with the techno-commercial offer.





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Scope:

Supply, Installation & Commissioning of the Reflow oven for SMT line as per the specification below at BHEL EDN.

**Specifications:** 

The offer shall be corresponding to the parameters under the specifications below or better.

1	HEATING	Company of the Company
1.1	Heating Principle	Hot air forced convection
1.2	Temperature Range	Settable from 70 to 320 degrees Celsius (suitable for lead free soldering) in each zone.
1.3	No. of Zones	Minimum 8 (Both Top and Bottom Heaters)
1.4	Each zone length	Minimum 300 mm and hot air should be delivered from at least 80% of the area.
1.5	Temperature Control	Thermocouple sensors for each heater with microprocessor/ PC based Control system.
1.6	Heat circulation	Designed to circulate within the zone without leaking to the neighbor zone and should provide uniform heating of the PCB, maintaining delta T of less than 5 deg C.
1.7	Temperature control within zone	Variation within 1 deg C, with highly dense PCB loaded.

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1.8	Zone wise temperature separation	Should be able to maintain 40 deg C between zones. From last soak zone to first peak zone, should be able to maintain 60 deg C.
1.9	Soft Start of oven	Programmable sequential switching ON of heaters required.
1.10	Each Heater Capacity	a. Minimum 5 zones should have 3 KW heaters or higher each in both TOP and BOT. B. Minimum 3 zones should have 4.5 KW heaters or higher each in both TOP and BOT.
1.11	Blower Control	Blowers are to be controlled with VFD and speed should be settable.
1.12	Heater and Blower Warranty	Heaters and blowers are to be warranted for a minimum of five years, from the date of Installation.
2	COOLING	
2.1	Cooling Principle	Forced Air, Air is to be chilled with an integrated chiller inside the machine, should not require any external water source or drain line.
2.2	No. of Zones	Minimum 2 (Both Bottom and Top Cooling)
2.3	Temperature Display	Each zone should have thermocouple with display on the screen.
	Total Cooling length	Minimum 630 mm.
2.4	Total Cooming Tongan	

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3	CONVEYOR	
3.1	Туре	Both Edge/pin and Mesh belt
3.2	Width	51 mm to 500 mm or better
3.3	Fixed Rail	Front Rail should be fixed and Rear Adjustable
3.4	Width Adjustment	Motorized, automatic width adjustment on selection of program.
3.5	Direction	Left to Right
3.6	Topside Clearance (From Pin/Edge Conveyor)	minimum 25 mm
3.7	Bottom Side Clearance ( From Pin / Edge Conveyor)	minimum 15 mm
3.8	Conveyor speed	40 to 150 cm/ min
3.9	Loading of Conveyor	Should be able to take a minimum load of 20 Kg.
3.10	Rail Parallelism	Within +/- 1 mm at cold state.
3.11	Height from Floor to Pin/Edge conveyor	Adjustable from 900 to 940 mm.
3.12	Pin Length	4.5 mm to 5.5mm
3.13	Lubrication of Edge / Pin rail	Automatic, frequency/timing/ cycle to be selectable by the user.
4	GENERAL	
4.1	Hood opening	Front – Motorized.
4.2	Barcode Reader	Ability to scan 1D / 2D barcode labels affixed on the PCB.
4.3	Total Machine length	Not more than 6500 mm

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4.4	Nitrogen Ready	The system should be capable of readily switching between Air and nitrogen on a selection in the user interface screen.  The nitrogen system should include Oxygen analyzer and closed loop controller as a part of it.  The whole nitrogen setup should be within the footprint of the machine.
4.5	Power Supply	415V +/-10% 50Hz 3 Phase AC. Transformer required if any, shall be within the machine.
4.6	Power Failure Management	Graceful Shutdown feature shall be part of the system with separate Uninterrupted power supply for control system & conveyors with a backup of minimum of 10 minutes.
4.7	Power Consumption	<80 KW @ direct startup
		<20 KW @ running
4.8	Control System Software	Windows based Software with  1. Real-time graphic animation of system with display of process parameters, set points, PCB tracking Alarms etc.
4.0	Control System Software	<ol> <li>Event / Data logging</li> <li>Statistical analysis tools</li> <li>Ability to save, open and edit profile programs.</li> </ol>

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		<ul> <li>5. Password protected different levels of login.</li> <li>6. Language – English.</li> <li>7. All software upgrades and reinstallation of all software should be done free of cost at any point of time.</li> <li>8. On screen help.</li> </ul>
4.9	Machine control system interface	USB , Ethernet , Serial communication ports, Keyboard, Mouse,
		Display – LCD / LED display 17" or more.
4.10	Compatibility	SMEMA
		The system shall have the following:  a. Built-in Electrical overload protection  b. Thermocouple, blower, heater, conveyor failure detection & warning through alarms
4.11	Alarms and Protection	c. Built-in over temperature protection for each zone (Independent sensors)
		d. Emergency stop buttons. e. PCB jam at outlet.
		f. Coolant If used, low level alarm g. Exhaust failure alarm. h. All above alarms should be alerted through an audible alarm and visual alarm.

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4.12	Flux Management System	In built system to Entrap Flux contaminants, convert it into  a. liquid and store it in a disposable tray / bottle  (or)  b. convert to gaseous form, trap it in filter and clean air is send to exhaust.  Detailed description of the system to be provided. No flux residues should be seen on any part of the machine / exhaust line.
4.13	Installation	On legs. BHEL prefers to have wheels for movement during installation, in absence of wheels, supplier should suggest alternate methods for movement.
4.14	Spares and Consumables	List of consumables for 2 year operation to be included. Following Spares to be supplied along with the machine and individual Prices to be mentioned in the price bid.  1. Thermocouple – 2 nos. 2. SSR – 5 nos. 3. Control Cards – One full set 4. Power Supply – One full set
4.15	Training, Installation and commissioning	Vendor shall quote the price as a separate item, which shall be considered for evaluating cost to BHEL and for cost comparison to arrive at L1 Vendor.
4.16	Calibration	A calibration certificate valid for at least one year should be provided along with the machine.

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		Also, procedure for calibration is to be spelled out for carrying out calibrations in future.
4.17	Certification	The oven should have certification from CE or UL or any other national or international certification body.
4.18	Noise	The maximum sound pressure level shall be <76dBA at a distance of 1m from front door at a height of 1.6m
4.19	Compressed Air	Pressure and flow requirements to be spelled out.
4.20	Exhaust	Requirements to be spelled out.
4.21	Weight	To be spelled out, with all the accessories required.
4.22	Nitrogen Consumption	Average nitrogen consumption on hourly basis to be spelled out.







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## Warranty & AMC

The vendor shall provide a comprehensive warranty (Which includes, Preventive maintenance as recommended by the OEM) for Reflow oven for a period of 24 months from date of successful commissioning or 30 months from date of delivery at BHEL EDN whichever is earlier.

Vendor shall quote separately with this tender for non-comprehensive AMC (Annual maintenance contract) for a period of at least 5 years after the expiry of warranty.

The AMC prices and spare parts prices (as in clause no 4.14) shall also be considered for evaluating cost to BHEL and for cost comparison to arrive at L1 vendor. The ordering of AMC after the end of warranty period shall be at the discretion of BHEL.

## Details to be furnished along with the offer

- 1) If more than one model is quoted, separate offer with complete technical details shall be submitted.
- 2) Unpriced Price bid (ie. Offer with prices blanked out) is to be submitted along with the techno-commercial offer.
- 3) Clause-wise deviations, if any, have to be brought out clearly. If there are no deviations, the vendor has to indicate clause-wise compliance with the specifications.
- 4) The complete technical information and catalogue shall be given.
- 5) If the offer is from foreign OEM, Details of Authorized service agents in India to be furnished
- 6) With regard to the handling and operations of the equipment being supplied to BHEL, vendor should provide details of the



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identified hazards and assessed risks (HIRA), and the precautions and control measures to be adopted.

- 7) Vendor shall spell out any aspects which can pollute the environment, and assessment of their impact on environment.
- 8) Vendor shall provide details of disposal mechanism of the equipment at the end of the lifecycle.

#### **GENERAL TERMS**

- 1) Operation, Maintenance, Service & spare parts manual have to be supplied in hard copy and soft copy along with the equipment. Detailed Electrical and Electronic circuit diagram if any have to be provided as part of the manuals. Routine maintenance schedules and the activities shall be provided in the manual.
- 2) The machine shall be installed at BHEL-EDN by the vendor. The cost of installation and commissioning if extra need to be included in the price bid.
- 3) Training shall be provided for operation & maintenance to BHEL personnel at BHEL premises.
- 4) Certificate of conformance along with test results should be furnished to BHEL along with the equipment.





#### PRICE BID FORMAT (Part II)

	Date	DUE DATE	
RFQ REF: IKCCAP0098	26.06.2019	10.07.2019	
Vendor shall provide following details in the price bid format			
		ı	
Equipment :Reflow Oven	Currency	Value	
Cost of the Equipment with accessories.			
Taxes/Duties (applicable)			
Cost of Installation and Commissioning			
Taxes/Duties (applicable)			
Total Cost of Equipment with I&C and taxes/Duties			
Cost of 5 Year non comprehensive AMC ( Annual Maintenance cost) as per specification.			
Following spares to be supplied along with the machine and individual price to mentioned in price bid			
1.Thermocouple - 2 nos			
2. SSR- 5 Nos			
3. Control cards- One full set			
4. Power supply - One full set			
PI note that, the prices are not to be indicated in Format to be included in Part I Technical Bid.	Technical Bl	D. Only Unpriced	
5 Year AMC cost and spares parts price is also consider for	or evaluation t	o arriving L1	
Vandar			

venaor.

#### **VALUE FOR ERECTION & COMMISSIONING AT BHEL:**

Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, and training to operators etc.

The estimated percentage of E&C value shall be 10% of equipment cost.

E&C value should be quoted 10% by bidders. Only in case where quoted value is less than 10% or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value as 10% of equipment cost as per NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per clause15.



### **Bharat Heavy Electricals Ltd.,**

(A Government of India undertaking)

#### **Electronics Division**

PB No.2606, Mysore Road, Bangalore-560026, India

# General Terms & Conditions for Supply of CAPITAL ITEMS (Imported & Indigenous) Doc Ref: CAPITAL-2017 (scheme)

#### I. Enquiry / Request For Quotation (RFQ):

- (a) Any Purchase Order resulting from this enquiry shall be governed by these general terms and conditions listed below and special terms and conditions, if any, along with this enquiry of Bharat Heavy Electricals Limited, Electronics Division, Bangalore-560026 (hereinafter referred to as BHEL EDN).
- (b) Any of the terms and conditions not acceptable to vendor, shall be explicitly mentioned in the quotation. Otherwise, it will be treated as that all terms and conditions of this enquiry are acceptable.
- (c) If counter terms and conditions are offered by vendor, BHEL EDN shall not be governed by such terms and conditions, unless it is agreed and incorporated in the Purchase Order of BHEL EDN.
- (d) Any deviation to the terms and conditions not mentioned in the quotation by vendor in response to this enquiry will not be considered, if put forth subsequently or after issue of order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order of BHEL EDN.
- (e) BHEL EDN reserves the right to adopt Reverse Auction for the enquiry sent, at its discretion.
- (f) BHEL EDN shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
- (g) Any specific terms and conditions to be complied will be mentioned in RFQ.

#### **II. General Terms and conditions:**

1. TWO PARTS BID: Quotation shall be submitted in two parts bid i.e.

#### (a) Techno-commercial i.e., Un-priced Bid (in one sealed envelope):

Techno-commercial bid shall be submitted with complete description of the equipment, specification compliances to the enquired specification and all the commercial terms & conditions indicated in the **COMMERCIAL TERMS** (ANNEXURE-A / ANNEXURE-B). Any other enclosure, which the vendor wishes to submit like product catalogue, technical literature etc., may also be submitted in a sealed envelope super scribed clearly as "**TECHNO-COMMERCIAL BID**" with RFQ No. and DUE DATE. An un-priced copy of price bid (without price) shall also be enclosed with the techno-commercial bid for evaluation of commercial terms. The vendor shall not give the price in the technical bid. EMD Payment if applicable as mentioned in RFQ shall be enclosed along with the Techno-commercial Bid.



Confirmation to BHEL specifications shall be indicated by the vendor in the respective columns provided in the purchase specification wherever applicable. Deviations to the specification / item description, if any shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail as a part of technical offer.

Compliance to Pre-qualification criteria (if applicable) shall also be enclosed with the Technocommercial bid.

Manufacturer's name, their trade mark and brand, part number, alternate material to the one asked in enquiry, if any, should be mentioned in quotation and illustrative leaflets giving technical particulars etc. are to be attached to facilitate consideration and technical evaluation of the quotation.

BHEL EDN material code number (as in enquiry) shall be indicated for each item quoted.

#### (b) Price Bid (in one sealed envelope):

Price bid should contain basic unit prices, discount if any, applicable taxes & duties, packing & forwarding charges (if applicable), Freight & insurances (if applicable) FOB charge (if applicable) etc., in a sealed envelope super scribed clearly as "PRICE BID" with RFQ No. and DUE DATE. Installation, commissioning, start-up and training charges (if any) shall also be indicated in the price bid.

It is preferred to indicate the rates in both figures and words. In such case, if there is difference / discrepancy between the rates in figures and words, the **least of the two** rates will be considered.

#### (c) <u>Tender Offer (above two envelopes inside another sealed envelope):</u>

Both these sealed envelopes [(a) Techno-commercial i.e., un-priced Bid and (b) Price Bids] shall be kept in a single sealed envelope and super scribed clearly with **RFQ No. and DUE DATE.** 

2. The above sealed envelope (Tender) shall reach our office on or before the due date by 13:00 hrs. Quotations are to be dropped in the tender box marked for the OPENING ON respective days i.e., MONDAY (BOX NO.4)/ WEDNESDAY (BOX NO.6)/ FRIDAY (BOX NO.8) kept at BHEL-EDN's Reception area of our works with caption "CE, SC & PV, DEFENCE". Quotations also can be dispatched by Couriers / Registered post / FAX / e-mail to the Purchase Executive indicated in the RFQ at the risk of vendor / bidder.

Quotation through courier / register post / fax / email when addressed to the specific fax number and email address given in the enquiry, to be sent well in advance to enable BHEL EDN purchase personnel to drop in the tender box before the scheduled opening date and time. Vendor is fully responsible for lack of secrecy on information of such quotations. Vendor shall confirm with the concerned purchase executive after sending the offer regarding such delivery mode to ensure participation. BHEL EDN is not responsible for any delay in receipt of quotation sent by vendor through post/fax/email.

Late Tenders i.e., Tenders received after due date and time will be rejected.



- **3.** The rate quoted against each item shall be in units stated in the enquiry. Where quotation is in terms of unit other than that in enquiry, relationship between the two units must be furnished in the quotation.
- **4.** As far as possible, the quotations shall be free from corrections / overwriting. Corrections / overwriting, if any should be signed by authorized person with the company seal. Any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in your priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation. Vendor shall doubly ensure that the quote is correct and complete. The corrections / overwriting if any shall be signed with the seal.
- **5.** Quotations are to be duly signed. Unsigned bids/offers are liable for rejection.
- **6.** Tenders will be opened at **13:30 hrs.** and the venue is NEB, 2<sup>nd</sup> floor, MM conference hall. All the tenderers or their authorized representatives (with authorization letter from their principals) may witness opening of techno-commercial bid on the due date.
- **7.** After evaluation of techno-commercial bids, price bids of only those which are technically & commercially accepted, will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of price bid opening.
- **8.** The quantity in each item to be purchased may vary from quantity enquired according to the actual requirement at the time of placing the purchase order. Quantity discount, if any, should be mentioned in the quotation.
- 9. Bidders should mention GSTIN number of the place of supply and HSN (Harmonised system of nomenclature) / SAC (Services accounting code) number in the offer. In case both supply and service are involved, GSTN number of place of supply for services shall also be mention separately in the offer. Bidders should indicate clearly taxes (SGST/CGST/IGST/UGST) as applicable. In the absence of clarity of these, any claim at a later date will not be entertained. Any changes in Taxes and duties after award of the contract will not be considered except such are those, which are imposed by Govt., notification within the contractual delivery after placement of PO.
  - 10. EARNEST MONEY DEPOSIT (EMD): Please refer page no 4 for details.

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#### 11. DUN &BRADSTREET REPORT (for Foreign purchase):

In case of foreign vendors, BHEL reserves the right to verify the Dun & Bradstreet report during techno-commercial scrutiny. Please mention your DUNS Number in the techno-commercial bid.

12.

#### Terms & Conditions to be complied under GST regime:

- 1. All invoices to contain BHEL-EDN (buyer) GSTIN number: 29AAACB4146P1ZB
- The Bidder shall mention Bidder's GSTIN number, HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and Invoices submitted.
- 3. Invoice submitted should be in the format as specified under GST Laws viz., all details as mentioned in Invoice Rules like GST registration number(GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST,IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
- 4. Payment of GST to Vendor will be made only if it is matching with data uploaded by the Vendor in GST
- 5. In case GST credit is delayed/denied to BHEL due to non/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 will be recoverable from vendor along with interest levied/leviable on BHEL.
- 6. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/ leviable on BHEL. Vendor should intimate BHEL immediately on the same date of invoicing without any delay.
- 7. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.

#### EARNEST MONEY DEPOSIT (EMD):

EMD if applicable will be indicated in the Special Conditions of RFQ.

EMD shall be sent either by Pay Order or Demand Draft in favour of M/s Bharat Heavy Electricals Ltd," only. In case of foreign bidders, EMD, may be paid by e-payment

EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee (CEBG).

EMD shall not carry any interest

EMD waived in case of Central / State - PSUs / Government departments

EMD waived in the case of Micro and Small Enterprises provided the following is submitted along with Bid:

- a. Attested Copy of valid NSIC Certificate OR
- b. Attested copy of Enterpreneur Memorandum Part II (EM II Certificate) / Udyog Aadhaar Memorandum (UAM) having deemed validity (5 Years from the date of issue of acknowledgement in EM II / UAM) OR
- c. EM II / UAM Certificate along with attested copy of CA certificate (Format enclosed ......where deemed validity of EM II / UAM certificate of five years has expired)

applicable for the relevant financial year ( latest audited). Date to be reckoned for determining the deemed validity will be the date of Part I Bid Opening



#### 13. VALUE FOR ERECTION & COMMISSIONING AT BHEL:

Erection & Commissioning (E&C) value will include services to be rendered at BHEL like erection, commissioning, job proving, performance tests, and training to operators etc.

The estimated percentage of E&C value shall be 10% or as specified in the RFQ.

**E&C value should be quoted separately by bidders**. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per clause15.

#### 13 (A)TOTAL COST TO BHEL:

The bidders shall quote charges for "Supply" and "Erection & Commissioning" separately. Purchase order will be placed on the lowest quotation (L1) only among the technically & commercially accepted quotations. Lowest quotation (L1) is determined on the basis of the total cost to BHEL.

The evaluation of tender shall be on the basis of total cost to BHEL including supply and Erection and Commissioning. For evaluation Exchange rate (TT selling rate of SBI) ruling on the date of Tender opening (Techno-commercial / un-priced Bid) will be considered for converting foreign currency to Indian currency. Loading factors for deviations to BHEL commercial terms & conditions will be considered.

**14.** <u>FIRM PRICE:</u> Rates quoted should be firm from the date of P.O., to the completion of supply and no enhancement in the rates and changes in the techno-commercial terms will be allowed once the quotation is accepted and order is placed.

If Erection & Commissioning is in vendor's scope, then the price shall remain FIRM till commissioning & handing over of the complete system.

#### 15. TERMS OF PAYMENT:

#### (a) FOR FOREIGN PURCHASE:

Payment will be made against "SIGHT DRAFT" on presentation of documents to our bankers. Subject to loading factors as per Clause 31 (Ai), BHEL may agree for the payment through LC at its discretion. For LC payment bank charges within India will be borne by BHEL and outside India will be to vendor's account.

The payment terms are as follows:

(h) 80% against sight draft against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warranty Certificate, Nil shortage certificate, Certificate of country of origin etc. Balance 20% of supply value plus 100% of E&C value will be paid against E&C certificate issued by BHEL and submission of Performance bank guarantee (PBG) valid for 30 days beyond the warranty period by supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed format. The PBG confirmation charges shall be borne by vendor. For PBG, please refer clause 19 of page 8.



Note: If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 3 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable).

If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment.

#### Payment through L/C:

Where the payments are through L/C (L/C opening charges are to be loaded), payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, and training to operators etc. as envisaged in PO. The L/C shall be opened by BHEL as per following:

- (i) Within 30 Days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%).
  - Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24 % to 80% of the Supply value of PO.
  - The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.
- (ii) 15 days prior to the scheduled & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 21 days as negotiation period.
  - This L/C can be negotiated after: (a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor.

Under all circumstances, CEBG will be kept valid till the PBG becomes operational.

#### (b) FOR INDIGENOUS PURCHASE:

(i) 80% basic payment plus 100% taxes, duties and freight charges with 45 days credit from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor. For PBG, please refer clause 19 of page 8.



Note: If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 3 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable). In such cases loading for PBG is not applicable.

If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment.

- 16. ADVANCE PAYMENT: Quotations with "Advance payment" shall be liable for rejection.
- 17. <u>PENALTY:</u> Failure to supply/completion of E&C within the delivery time as per purchase order will make the vendor liable to an unconditional penalty .Please refer page 12 ,point B for details on penalty applicable.

If pre-shipment inspection is involved, date of issue of pre-shipment call by the vendor along with test certificates / test reports / certificate of conformance / calibration reports as proof of completion will be treated as date of dispatch for the purpose of penalty calculation. In the absence of reports stated above, actual date of inspection will be considered as date of dispatch for penalty calculation.

Date of receipt / Date of dispatch / Date of LR / Date of Airway bill / Date of pre-shipment inspection call with relevant documents as stated above, whichever is applicable as mentioned in PO shall be considered for determination of actual delivery date for the purpose of penalty calculation. BHEL is not liable for delayed OA for opening LC or corrections/amendment to LC asked after opening of LC.

#### 18. Contract Execution Bank Guarantee (CEBG):

CEBG shall be required for all POs where value (Supply + E&C) of each P.O. is more than **Rs. 20** lakhs. CEBG should be submitted as per the format in Annexure-C.

The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the prescribed format within 30 days from the date of P.O. but before L/C opening. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor.

CEBG shall be kept valid until 30 days after the date of E&C Certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance tests, and training to operators etc. as prescribed in PO.

If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.



19. <u>PBG:</u> Performance Bank Guarantee (PBG) (If applicable): The vendor shall submit a PBG worth 10% of basic equipment value in the form and substance acceptable to BHEL from any of the Banks indicated in **ANNEXURE-E**. Such PBG shall be as per the format provided at **ANNEXURE - D** and drawn on a non-judicial stamp paper of appropriate value as applicable in the state (Karnataka, U.P., Bihar etc.) in which PBG is executed.

PBG shall be valid for 30 days beyond the warranty period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier or as mentioned in the RFQ. The PBG shall also have 3 months claim period from the date of expiry of such validity of bank guarantee. The PBG confirmation charges shall be borne by vendor.

The Bank Guarantee shall be submitted directly to the concerned Purchase Executive by the issuing Bank with their forwarding letter. BHEL will verify independently with the bank to establish the authenticity.

**20. WARRANTY:** Goods dispatched shall have warranty period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier or as mentioned in the RFQ.

#### 21. TERMS OF DELIVERY:

#### (a) FOR IMPORTED PURCHASE:

Price offered shall be for goods packed and delivered F.C.A (named international Airport) ,FOB International sea port including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, Letter of credit (L/C) if applicable, negotiation of bank documents, Export declaration, Certificate of origin etc.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages. If containerized, no. of containers & size of container shall be mentioned. Packing weight (gross &nett) Packing dimensions shall be given prior to shipment to ascertain whether the consignment can be carried on standard cargo in contract or as ODC.

Wooden packing material for all the foreign consignments should be treated as per ISPM-15 & Fumigation / Phytosanitary certificate to be submitted to the freight forwarders/ BHEL along with the invoice, AWB, packing list etc.

Vendors shall indicate the name of International Airport/ Seaport. The consignment shall be handed over to BHEL approved freight forwarded as mentioned in PO.

Note: Name of International Airport has to be selected from any one of the airports indicated in the table provided in ANNEXURE –F.

#### (b) FOR INDIGENOUS PURCHASE:

Equipment shall be delivered on Ex-EDN/ Ex-ESD BHEL, Bangalore basis, inclusive of freight, packing, insurance & forwarding charges.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages.

Smaller consignments can be dispatched through Courier services/ RPP with the prior approval of the purchasing Executive.



- **22. <u>DELIVERY REQUIREMENT:</u>** The bidders should quote their earliest schedule for Supply and E&C against the schedule indicated in the RFQ. BHEL, however, reserves the right to accept an offer not meeting the RFQ schedule.
  - In the quotation, earliest firm delivery (number of days or weeks) by which material will be dispatched from the date of Purchase order must be indicated. It is recommended to avoid Quotations with delivery term such as `ex-stock", `subject to prior sale", or `delivery at the earliest". Date of BHEL PO is the reference for all purposes.
- **23.** <u>VALIDITY:</u> Quotation should remain valid for a period of **90 days** from the date of technical bid opening. Offer with Non-conformance is liable for rejection.

#### 24. POST-ORDER REQUISITES:

- (a) Vendor shall give an Order Acknowledgement indicating the delivery date and acceptance of PO terms and conditions within one week of receipt of PO.
- **(b)** Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL. Required assistance will have to be provided by the vendor at the time of pre-shipment inspection.
- **(c)** Test certificates, Calibration certificates and warranty certificates as stipulated at the time of ordering shall be furnished along with inspection call letter.
- (d) Items shall be dispatched by Air/Road/Rail/Sea worthy packing. Any damage and later rejection, due to poor / improper packing shall be to vendor's account.
- **(e)** Any damage/rejection should be made good or replaced immediately without any extra cost to BHEL such as freight, duties, taxes etc. The liability is restricted to the value of the order.
- (f) Wherever commissioning is involved, it shall be carried out by the vendor's qualified engineers. Scope of work includes installation, commissioning and start-up trials till satisfactory performance level is reached as certified by BHEL.
- (g) BHEL will not be responsible for any loss, damage or injuries to vendor's personnel sustained during installation / commissioning / start-up trials. Vendor shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government. Vendor shall indemnify BHEL for all damages/ losses to various personnel during their presence in BHEL's premises for whatever purpose. The following shall be ensured by the vendor:
  - a) Vendor/contractor shall ensure that the vendor/contractor's workmen always follow safe work procedure during erecting/ commissioning activities.
  - b) Vendor/contractor shall ensure that the vendor/contractor's workmen wear safety PPEs (shoes, helmets, safety belt etc.) while on erecting/ commissioning work and similar works.
  - c) Vendor/contractor shall ensure adequate supervision of the activity by his/her supervisor/engineer during the erecting/ commissioning activities.
  - d) Vendor/contractor shall ensure that vendor/contractor's workmen meet legal requirement such as ESI/Workmen Compensation Act/Accident/medical insurance etc.



- e) Vendor/contractor shall take work permit before commencement of the non-routine works of this nature.
- f) Undertaking that vendor/contractor will adhere to necessary legal/safety requirements and BHEL shall be kept indemnified against any untoward events taking place during the course of work.
- (h) Suitable markings & damage control indicating devices shall be provided where applicable.
- 25. Equipment shall comply with the standard requirements of ISO 14001 & OHSAS 18001.
- 26. <u>RISK PURCHASE:</u> The purchaser at his discretion may also make purchase of the materials NOT supplied in time at the RISK & COST of the supplier. In this event, it will be obligatory on the part of the supplier who fails to supply the goods in time to make good to BHEL any loss due to such risk purchase

#### 27. GENERAL TERMS AND CONDTITIONS GOVERNING REVERSE AUCTION (RA):

- (a) 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. For the proposed RA, technically and commercially acceptable bidders only shall be eligible to participate.
- **(b)** In case of RA, BHEL will engage the services of a service provider for conduct of the RA who will provide all necessary training and assistance to the bidders before commencement of on line bidding on internet.
- **(c)** Business rules governing the RA will be communicated to the bidders through service provider for compliance.
- **(d)** Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of RA. Without the compliance, the vendor will not be eligible to participate in the event.
- (e) BHEL will provide a sample calculation sheet (in EXCEL format) which would help the bidders to arrive at "Net Cash outflow to BHEL" considering various price / cost elements like Packing & forwarding charges, GST for supply, GST for services, Freight charges, Insurance, and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) etc. for each of the bidders to enable them to arrive at "Net Cash outflow to BHEL ( Total Cost to BHEL)" which is the amount the bidder would be bidding during the RA.
- (f) RA will be conducted on scheduled date & time and at the end of event, the lowest bidder value will be known on the network.
- (g) The lowest bidder has to email the duly signed "Price Break-up" in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- **(h)** 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 further business with BHEL, as per the prevailing procedure.



- **28. REGRET LETTER:** In case any vendor is unable to quote, vendor shall send a regret letter without fail. In case of non-receipt of quotations or regret letters for three consecutive enquiries, such vendor is liable to be removed from our vendor list.
- **29.** Any dispute arising out of this, shall be referred to the sole arbitration of Head of Dept. Materials Management of group concerned, BHEL EDN or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.
- **30.** Any legal suit in respect of this enquiry lies in the court of Jurisdiction of Bangalore (India) only.

#### 31. LOADING FACTORS:

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non compliance of BHEL standard commercial terms.

#### A: Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:

If payments terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.

Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:

(a) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.

#### (i). For non compliance of standard Terms of payment (For Foreign Purchase Orders)

SI.	BHEL standard term	If you quote	Loading factor in % for non-
No.			compliance
1	80% against "SIGHT DRAFT" with 45 days credit+ 20% of supply value and 100% of E&C portion after commissioning and submission of performance bank guarantee.	Letter of Credit (LC) at sight with bank	4.5% of basic material cost
	DO	Payment through Letter of Credit (LC) with usance credit of 45 days, with bank charges to respective accounts	2.5% of basic material cost
	DO	Sight draft with credit period less than 45 days.	1% of basic material cost



#### Note:-

In case of Ex-works delivery, freight charges and transit insurance will be calculated and will be added in cost while evaluation to arrive at "Total cost to BHEL".

Any other payment terms . other than BHEL standard payment terms or other than above deviations are liable for rejection.

#### A(ii).For non compliance of standard Terms of payment (For Indigenous Purchase Orders)

SI. No.	BHEL standard term	If you quote	Loading factor in % for non- compliance
1	80% basic payment plus 100% taxes, duties and freight charges with 45 days credit from the date of receipt of material at BHEL. Balance 20% of supply value plus 100% of E&C portion against E&C certificate issued by BHEL and submission of performance bank guarantee by vendor	submission of PBG	Nil

Any other payment terms, other than BHEL standard payment terms or other than above deviations are liable for rejection.

In case PBG is not furnished. 10% of basic material cost will be withheld from supply invoice.

This withheld amount will be paid either against submission of supplementary invoice and original PBG or against supplementary invoice without PBG after expiry of warranty period.

#### B. For non compliance of Penalty clause for in 'SUPPLY' and 'E&C':

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

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

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

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

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

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine.

In case any bidder is not accepting the above penalty for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. The extra loading will be intimated before opening of price bid or reverse auction by BHEL.



#### General:-

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

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

Vendors are requested to quote for this tender. Any intimation regarding changes in technical or commercial, during tender evaluation, will be intimated only to the vendors who have participated in this tender.

For submission of PBG, please refer clause 19 of page 8.



#### C. For non-conformance to delivery requirement indicated in the RFQ:

SI. No.		If you quote	Loading factor for non- compliance
1	Delivery requirement as indicated in the RFQ in number of weeks from the date of issue of PO	Not agreed for the stipulated delivery in the RFQ	0.5 % per week up to max., of 10% for the difference in delivery period



#### ANNEXURE-A

## COMMERCIAL TERMS (to be enclosed with TECHNO-COMMERCIAL BID) (for Foreign Purchase Orders)

SI. No.	Particulars	Bidder's confirmation
1	Price basis:	
-	Firm i.e., from the date of PO to completion of supply [Price Variation Clause (PVC) not acceptable]	Acceptable / Not acceptable
2	EMD as mentioned in RFQ	Submitted/Not submitted
3	CEBG as detailed in clause 18	Acceptable / Not acceptable
4	Terms of Payment: Against "SIGHT DRAFT" on presentation of documents to our bankers.  (a)80 % is payable on negotiation of complete set of original documents. Balance 20% of supply value plus 100% of E&C portion will be paid after commissioning and submission of performance bank guarantee by vendor.	(a) Acceptable / Not acceptable
	(b) Deviation if any please specify	(b)
5	BHEL's penalty clause:  (a) Delay in delivery as per PO delivery date will result in penalty of penalty of 0.5 % (half percent) per week at the basic price of the goods+E&C for the undelivered quantity, subject to a maximum of 10% individually. Please refer pg 12,clause 31 B. (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
.6	Performance Bank guarantee (If applicable): PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as detailed in clause 19.	Yes / No
7	Terms of delivery:  (a) FCA/FOB interntional Airport/Seaport as per Clause 21 (a)(Indicate name of International Airport/Seaport)  (b) Deviation if any Please specify	(a)Acceptable / Not acceptable (b)
8	Warranty:  (a) 30 months from the date of delivery or 24 months from the date of commissioning whichever is earlier.  (b) Deviation if any Please specify	(a)Acceptable / Not acceptable (b)
9	<b>Delivery period:</b> Number of weeks from date of BHEL PO. E & C: Number of weeks from date of Intimating of site readiness at BHEL.	Weeks
	Validity: (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
11	Bank charges(If applicable):  (a) Bank charges within India is to BHEL account and outside India is to Vendor's account  (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
12	Weight and Dimension of consignment with packing	Furnished / To be furnished

With this, it is inferred that vendor has understood and accepts all terms & conditions as indicated above. NOTE: The above filled-in and signed-sealed document (in original) shall be furnished as part of Part-I Bid without fail. If no deviations are brought, it will be treated as if all terms and conditions of this enquiry are accepted by vendor without any deviation.



#### **ANNEXURE-B**

## COMMERCIAL TERMS (to be enclosed with TECHNO-COMMERCIAL BID) (For Indigenous Purchase Orders)

SI.No.	Particulars	Bidder's confirmation
1	Price basis: Firm i.e., from the date of PO to completion of supply [Price Variation Clause (PVC) not acceptable]	Acceptable / Not acceptable
2	EMD as mentioned in RFQ	Submitted/Not submitted
3	CEBG as detailed in clause 18	Acceptable / Not acceptable
4	GST Number of bidder:- HSN code for material supply:-	
5	SGST / CGST / IGST / UGST for material supply If applicable indicate %.	Applicable / Not applicable%
6	SAC code for services:- SGST / CGST / IGST / UGST for services.	%
7	Payment terms:  (a) 80 % basic payment plus 100% taxes, duties and freight charges with 45 days credit from date of receipt of material. Balance 20% of supply value plus 100% of E&C portion will be paid after commissioning and submission of performance bank guarantee by vendor.	(a) Acceptable / Not acceptable
	(b) Deviation if any please specify	(b)
8	BHEL's penalty clause:  (a) Delay in delivery as per PO delivery date will result in penalty of penalty of 0.5 % (half percent) per week at the basic price of the goods+E&C for the PO quantity, subject to a maximum of 10% individually. Please refer pg 12, clause 31B.  (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
9	Performance Bank guarantee (PBG) (If applicable: PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as per clause 19.	Yes / No
10	Terms of delivery:  (a) Ex- EDN or ESD / BHEL, Bangalore (Free delivery to BHEL Bangalore including freight, packing, insurance & forwarding charges)  (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
11	Warranty:  (a) 30 months from the date of delivery or 24 months from the date of commissioning whichever is earlier.  (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
12	<b>Delivery period:</b> Number of weeks from date of BHEL PO <b>E &amp; C</b> : Number of weeks from date of Intimating of site readiness at BHEL	Weeks Weeks
13	Validity:  (a) Quotation should remain valid for a period of 90 days from the due date  (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
14	Bank charges (If applicable):	(6)
17	(a) All Bank charges to vendor's account (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
15	Weight and Dimension of consignment with packing	Furnished / To be furnished

With this, it is inferred that vendor has understood and accepts all terms & conditions as indicated above. NOTE: The above filled-in and signed-sealed document (in original) shall be furnished as part of Part-I Bid without fail. If no deviations are brought, it will be treated as if all terms and conditions of this enquiry are accepted by vendor without any deviation.



#### ANNEXURE - C

#### **CONTRACT EXECUTION BANK GUARANTEE BOND**

This deed of guarantee made this .......... day of .......... 20... by the............ Bank Ltd,

(hereinafter referred to as "the Bank") in favour of Bharat Heavy Electricals Limited, Bangalore having its registered Office at New Delhi with its Unit Office at Bangalore where as M/s
1. We Bank Ltd, do hereby undertake to pay to Bharat Heavy Electricals Limited, Bangalore an amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by Bharat Heavy Electricals Limited, Bangalore by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order.
2. We,
3. We,

terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ................. we shall be discharged from all liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date the claim shall be enforceable and Payable only by any one of the BHEL Consortium Banks in India (List is attached herewith)

notwithstanding the fact that the said enforcement is effected after the said date



For the purpose of this clause, any letter making demand on the Bank by Bharat Heavy Electricals Limited, Bangalore dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the Bank (any one of the BHEL Consortium Banks as per list attached as selected by the vendor) 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.

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

We, ...... Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of Bharat Heavy Electricals Limited, Bangalore in writing.

In witness whereof we	(indicate the name of Bank) have hereunto setout Bank
Seal the day	month 201

The contact details of the Issuing Bank such as Email ID, Phone No. and Fax No. should be indicated in the CEBG. Also please note that the CEBG should be forwarded to us with the covering letter of the issuing Bank with signature and seal.

- (1) It should be typed in the Rs. 100 value of stamp paper.
- (2) It should be <u>signed by TWO bank officials</u> with Rubber stamp containing names & employee numbers of bank officials.
- (3) It should be submitted with bank covering letter with sign and seal of the bank official.

Please note that issuance of the CEBG without meeting the above requirement will render the document invalid.



### ANNEXURE-D

#### **BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No
Date
То
NAME
& ADDRESSES OF THE BENEFICIARY
Dear Sirs,
In consideration of the Bharat Heavy Electricals Limited <sup>1</sup> (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 atthrough its Unit
at(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered
office at2 hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the
context or meaning thereof, include its successors and permitted assigns), a contract Ref Nodated
(in words) for
<sup>5</sup> (hereinafter called the 'Contract') and the Contract or having agreed to provide a Contract
Performance Guarantee, equivalent to% ( Percent) of the said value of the Contract to the Employer for the
faithful performance of the Contract,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 a maximum amount Rs
Rupees) without any demur, immediately on a demand from the Employer, .Any such demand made
on the  Bank  shall  be  conclusive  as  regards  the  amount  due  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  guarant  ee.  However  and  payable  by  the  Bank  under  this  by  the  by  the  by  the  by  the  Bank  under  this  by  the  by
our liability under this guarantee shall be restricted to an amount not exceeding Rs.
$We under take to pay to the {\tt Employer} any money so demanded not with standing any dispute or disputes raised by the {\tt Employer} any money so demanded not with standing any dispute or disputes raised by the {\tt Employer} any money so demanded not with standing any dispute or disputes raised by the {\tt Employer} any money so demanded not with standing any dispute or disputes raised by the {\tt Employer} any money so demanded not with standing any dispute or disputes raised by the {\tt Employer} any money so demanded not with standing any dispute or disputes raised by the {\tt Employer} any money so demanded not with standing any dispute or disputes raised by the {\tt Employer} and {\tt Employer} any money so demanded not with standing any dispute or disputes raised by the {\tt Employer} and {\tt Employer} $
Contractor/Supplier in any suitor proceeding pending before any Courtor Tribunal relating the retoour liability under the contractor of
this present being absolute and unequivocal.



The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.
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 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.
We
The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee aga inst the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.
This Guarantee shall remain in force upto and including
This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the 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. Unless a demand or claim under this guarantee is made on us in writing on or before the
Notwithstanding anything to the contrary contain ed hereinabove:
<ul> <li>a) The liability of the Bank under this Guarantee shall not exceed</li> <li>b) This Guarantee shall be valid up to</li> </ul>
c) Unless the Bank is served a written claim or demand on or before



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.	
	Forandonbehalfof
	Forandonbenanor
	(NameoftheBank)
Dated	
Place of Issue	
<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited	
<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.	
<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE	
<sup>4</sup> PROJECT/SUPPLY DETAILS	
<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS	
<sup>6</sup> VALIDITY DATE	
<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD	
<sup>8</sup> BG AMOUNT IN FIGURES AND WORDS.	
<sup>9</sup> VALIDITY DATE	
<sup>10</sup> DATE OF EXPIRY OF CLAIM PERIOD	

#### Note:

- 1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
- 2. In Case of Bank Guarantees submitted by Foreign Vendors
  - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
  - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.



- b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
- b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

The BG should clearly specify that the demand or other document can be presented in



#### ANNEXURE - E

#### **LIST OF CONSORTIUM BANKS**

BANK GUARANTEE (BG) SHALL BE ISSUED FROM THE FOLLOWING BANKS ONLY:

	Nationalized Banks		Nationalized Banks
1	Allahabad Bank	19	Vijaya Bank
2	Andhra Bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign Banks
5	Corporation Bank	21	CITI Bank N.A
6	Central Bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hong Kong and Shanghai Banking Corporation Ltd. (HSBC)
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental Bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private Banks
12	StateBank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC Bank
15	State Bank of Travancore	30	Kotak Mahindra Bank Ltd
16	UCO Bank	31	ICICI Bank
17	Union Bank of India	32	IndusInd Bank
18	United Bank of India	33	Yes Bank

#### Note:

- BG should be directly sent to BHEL by the issuing Bank along with cove ring letter. All BGs must be issued from BHEL consortium banks listed above.

- BHEL may accept BG from other Public Sector Banks also which are not listed above.

  BG will not be accepted from Scheduled Banks and Co-operative Banks.

  In case BG is issued from a bank located outside Indian Territory and is issued in foreign currency, the BG must be routed through and confirmed by any one of the above mentioned consortium banks.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.



#### **ANNEXURE-F**

## **LIST OF INTERNATIONAL GATEWAY AIRPORTS**

SCHEDUL E NO	COUNTRY	CURRENCY CODE	AIRPORT	
D01	UK	GBP	LONDON (HEATHROW)	
D02	UK	GBP	NEW CASTLE	
D03	UK	GBP	OXFORD. CHETLAM	
D04	UK	GBP	BRISTOL. WELLINGBOROUGH	
D05	UK	GBP	BIRMINGHAM	
DO6	UK	GBP	EAST MIDLANDS	
D07	UK	GBP	MANCHESTER	
D08	UK	GBP	LEEDS	
D09	UK	GBP	GLASGOW	
D10	FRANCE	EURO	PARIS (ROISSY) & LYON	
D11	SWEDEN	EURO	STOCKHOLM	
D12	SWEDEN	EURO	GOTHENBERG & MALMO	
D13	ITALY	EURO	ROMA, MILAN	
D14	ITALY	EURO	TURIN, BOLOGNA, FLORENCE	
D15	NETHERLANDS	EURO	AMSTERDAM, ROTTERDAM	
D16	AUSTRIA	EURO	VIENNA, LINZ, GRAZ	
D17	BELGIUM	EURO	ANTWERP, BRUSSELS	
D18	DENMARK	DKK	COPENHAGEN	
D19	JAPAN	JPY	TOKYO, OSAKA	
D20	SINGAPORE	SGD	SINGAPORE	
D21	CANADA	CAD	TORONTO	
D22	CANADA	CAD	MONTREAL	
D23	USA	USD	NEW YORK, BOSTON	
D24	USA	USD	CHICAGO	
D25	USA	USD	SAN FRANCISCO, LOS ANGELES	
D26	USA	USD	ALANTA, HOUSTON	
D27	GERMANY	EURO	MUNICH, KOLN, DUSSELDORF, HANNOVER, HAMBURG, STUTTGART, DAMSTADT, MANIHIEM, NURUMBERG	
D28	GERMANY	EURO	FRANKFURT	



D29	GERMANY	EURO	BERLIN
D30	SWITZERLAND	SFR	BASLE, ZURICH, GENEVA
D31	SPAIN	EURO	BARCELONA
D32	AUSTRALIA	AUD	SYDNEY
D33	AUSTRALIA	AUD	MELBOURNE
D34	AUSTRALIA	AUD	PERTH
D35	CZECH	EURO	PRAGUE
D36	HONG KONG	HKD	HONG KONG
D37	NEW ZELAND	NZD	AUCKLAND
D38	RUSSIA	USD	MOSCOW
D39	SOUTH KOREA	USD	KIMPO INTERNATIONAL, INCHEON
D40	FINLAND	EURO	HELSINKI
D41	ROMANIA	EURO	BUCHAREST
D42	NORWAY	EURO	OSLO
D43	IRELAND	EURO	DUBLIN
D44	ISRAEL	USD	TEL AVIV
D45	UAE	USD	DUBAI
D46	OMAN	USD	MUSCAT
D47	EGYPT	USD	CAIRO
D48	TAIWAN	USD	TAIPEI
D49	UKRAINE	USD	KIEV
D50	CHINA	USD	SHANGHAI, SHENZHEN
D51	PHILIPINES	USD	MANILA
D52	MALAYSIA	USD	KUALALUMPUR, PE NANG
D53	CYPRUS	USD	LARNACA
D54	SOUTH AFRICA	USD	JOHANNESBERG, DURBAN
D55	SLOVAKIA	EURO	BARTISLOVA
D56	SAUDI ARABIA	SAR	RIYADH
D57	TURKEY	EURO	ISTANBUL
D58	THAILAND	USD	BANGKOK
D59	BRAZIL	USD	SAO PAULO, RIO DE JANEIRO



Company Seal

## ANNEXURE-G Electronic Funds Transfer ( EFT) OR Paylink Direct Credit Form

	Please Fill up the form in CAPITAL TYPE OFREQUEST(Tick one):		•	ЭE	
	BHEL Vendor / Supplier Code:			]	
	Company Name :				
	Permanent Account Number(PAN):				
	Address				
	City:	PINCODE		STATE	
	Contact Person(s)			-	
	Telephone No:			<u> </u>	
	Fax No:			-	
	e-mail id:			-	
	e-maii id.				
1	Bank Name:				
2	Bank Address:				
3	Bank Telephone No:				
4	Bank Account No:				
5	Account Type: Savings/CashCred	it			
6	9 Digit Code Number of Bank and bra	nch			
	appearing on MICR cheque issued by	Bank			
7	Bank swift Code(applicable for EFT				
8	Bank IFSC code(applicable for RTGS)				
9	BankIFSC code(applicable for NEFT)				
A	I hereby certify that the particulars of	rivon abovo	ara trua carract	and complete	and
^	that I, as a representative for the above			•	
	Bangalore to electronically deposit			•	JIV,
В	If the transaction is delayed or not effe	•	•		ect
_	information, I would not hold BHEL.			•	
С	This authority remains in full force unti	•	•		cation
	requesting a change or cancellation				
D	I have read the contents of the coverir		agree to discharg	e the responsibi	ility
	expected of me as a participant und	der ECS / EF	T.		
	Date:				
	Authorised Signatory:				
	Designation:			Telephone N	IO. with STD Code
	-			•	



	Bank Cer	tificate
We certify that	has an Account No	with us and we confirm
that the bank details given	above are correct as per our re	cords.
Date:		() Place: Signature
Please return completed for	m along with a blank cancelled ch	eque or photocopy thereof to: Bharat Heavy
Electricals Ltd,		
Attn:		
Electronics Division, Myso	ore Road, BANGALORE - 560 (	026
In case of any Query, plea	ase contact : concerned Purcha	ase Executive



#### ANNEXURE - H

This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

SEARP (SRF) Clause No	Detail				
	Name & address of the firm				
1.0	Products/ Systems / Services being considered for				
2.0	General Information				
2.2	Name of Chief Executive				
2.3	Details of authorized signatory				
3.0	Ownership Information				
3.1	Type of firm				
3.2	Nature of Business				
	Attach authorization letter and agency agreement from Principal				
	( from whom capital equipment is procured)				
	Attach copy of declaration from Foreign Principal for total				
	guarantee/ warranty of indigenous supplies				
3.3	Year of establishment				
3.4	Year of commencement of business				
4.0	Registration particulars				
4.1	Permanent Account No.				
4.2 / 4.3	Sales Tax / TIN no				
4.6	Service tax no. (in case of E&C)				
5.0	Organisational strength				
6.0	Other particulars				
6.1	If the company is already registered with other units				
6.2	Directors/ Partners, if related to any BHEL Employee				
6.9	If any Ex BHEL Personnel employed by the Company				
6.12	Details of pending legal issues with BHEL				
6.13	Bank Account information				
9.0	Financial information				
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)				



#### ANNEXURE I

#### PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES

Benefits /facilities as applicable for Micro and small enterprises (MSEs) shall be available to MSEs registered with Government designated authorities as per the Purchase & Price Preference Policy of the Government subject to them becoming eligible otherwise.

Vendors who qualify as MSE vendors are requested to submit applicable certificate (as specified by the Ministry of Micro, small and medium Enterprises) at the time of vendor registration. Vendors have to submit any of the following documents along with the tender documents in the part –I / Technical bid to avail the applicable benefits.

- a . Attested copy of valid NSIC certificate or
- b . Attested copy of either Entrepreneur's Memorandum Part II (EM II) certificate /Udyog Aadhar certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II/Udyog Aadhar) or
- c. EM II /Udyog Aadhar certificate along with attested copy of a CA certificate (format enclosed Annexure- I where deemed validity of EM II certificate / Udyog Aadhar certificate of five years have expired) applicable for the relevant financial year (latest audited).

Date to be reckoned for determining the deemed validity will be the date of bid opening (part –I in case of two part bid and three part bid).

Document have to be notarized /attested by a gazetted officer and must be valid as on the date of part I bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefits shall be applicable if any deficiency in the above required documents are not submitted before the price bid opening /Reverse Auction. If the tender is to be submitted through e- procurement portal, then the above required documents are to be uploaded on the portal.

Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprise.

#### **Evaluation of offer for MSEs**

- (A) MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25 % of the requirement against this tender provided
- B). The MSE vendor matches the L1 price.
- C). L1 price is from a non MSE vendor.
- D). L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 +15% band (if L3 is also within 15% band).
- E). 25% of the 25% (i.e. 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (A) & (B) are fulfilled. Minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation.
- F ). In case where no vendor under SC/ST category firms are meeting the conditions mentioned in (A) and (B) or have not participated in the tender, in such cases the 4% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.
- G) Serial no A TO E will not be applicable wherever it is not possible to split the tendered quantity/ items on account of customer contract requirement, or the tendered are systems.

#### **Public Procurement (Preference to Make in India)**

As per the directives of Government of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion, purchase preference shall be given to the local suppliers.

"For this procurement, Public Procurement (Preference to make in India) order 2017 dated 15. 06.2017 & dated 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the RFQ but before finalization of Contract /purchase order/work Order against the RFQ. 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."



### Certificate by Chartered Accountant on Letter Head

	This	is	to	certify	that	M/s	
	office at			is	register	ed under	(Hereinafter referred to as y') having its registered MSMED Act 2006, (Entrepreneur Memorandum No ((Part-II) y:
	Furth financial year						that the investment of the company as per the latest audited s as follows:
1.		edby	the Mi	nistry of Si	•		machinery (i.e., original cost excluding land and building and deits notification No.S.O.1722(E) dated October 5, 2006:
2.		not dii	rectly	related to t		•	riginal cost excluding land and building and furniture, fittings ered or as may be notified under the MSMED Act, 2006:
							Lacs in within permissible limit of RsLacs which is not applicable) Category under MSMED Act 2006.
	date of graduatio years from the date	n of s ate of	uch ei gradi	nterprise fruation of s	om its c uch ente	original ca erprise fro	(or) egory (Micro/Small) (Strike off which is not applicable) and the ategory is(dd/mm/yy) which is within the period of 3 om its original category as notified vide S.O.No.3322(E) dated d 04.11.2013 by Ministry of MSME.
	Date: (Signature)						
	Name - Membership Nu Seal of Chartere			ant			