	REQUEST FOR Q	UOTATIO	N	
2 ⁸ ту т ² тт П П ММІ:PU:RF:003	BHARAT HEAVY ELECTRICALS LIM Electronics Division PB No. 2606, Mysore Road Bangalore - INDIA		RFQ NUMBER: NSHM900014 RFQ DATE : 14.AUG.2008	Due Date 22.SEP.2008 Time: 13:00 HRS VENUE : NEW ENGG. BLDG
			(for all co Purchase Executive : Phone : 00918026999 Fax : 0091802674 E-mail: neelima@bhe	8609 0138
•	our lowest quotation subject to our terms and conditions attached lope / Fax superscribed with RFQ no.and due date, should read ame day			
1. TENDER	OFFER SHALL BE SUBMITTED IN TWO PARTS.			
2. QUOTATI	ONS MAY BE SUBMITTED BY OEM OR THEIR AUTHORI	SED DEALERS.		
	IS EXPECTED TO HAVE ESTABLISHED SALES, SERVICE . E NEEDS TO BE ENCLOSED WITH THE OFFER.	AND SUPPORT	NETWORK PREFERABL	Y, IN INDIA. A LIST OF
INSTALLA	F REFERENCES INCLUDING CUTSTOMER#S DETAILS LIP ATION IN INDIA AND ABROAD SHALL BE SUBMITTED T #S EQUIPMENT FOR AT LEAST THREE YEARS.			
5. VENDOR	IS ADVISED TO GO THROUGH THE GENERAL TERMS A	ND CONDITIO	NS DOCUMENT CPD-00	ENCLOSED WITH RFQ.
6. BHEL RE	SERVES THE RIGHT TO RESORT TO REVERSE AUCTION	BEFORE THE	PRICE BID OPENING.	
	HAS TO CONFORM TO ALL THE CLAUSES LISTED IN T NT CPD-00). DEVIATIONS, IF ANY, TO BE HIGHLIGHTED		· · · · · · · · · · · · · · · · · · ·	NNEXURE-B OF
8. VENDOR	HAS TO CONFORM TO ALL THE CLAUSES IN THE PUR	CHASE SPECIF	ICATIONS.	
9. DELIVER	Y REQUIRED: WITHIN 12 WEEKS FROM THE DATE OF F	PURCHASE ORI	DER.	
	F PAYMENT: 75% ON RECEIPT OF MATERIAL, 15% AFT INST SUBMISSION OF PBG.	ER INSTALLAT	FION AND COMMISSION	NING AND THE REST
Sl No.	Description	Qty	Unit Delivery	qty Delivery Date
CU90950	005300 EMI/EMC TEST FACILITY AS PER <mark>(PS/445/056</mark>)	1	NO 1	07.NOV.2008
Total Number	of Items - 1			
to be present wi Preference will I subject to accept <u>Please specify T</u> i). This is onl ii). In all corr iii). In Quotation iv). Quotation H v). Quotation sl	the tender will be opened in the presence of the bidders or his th authorisation letters. Refer annexure for the terms and condit be given to vendors who accepts our standard payment terms i.e. ance. erms of delivery, Excise duty, sales tax, Ex-BHEL, Ex-works s y RFQ not an order. espondence quote RFQ No. & due date. on BHEL material code / RFQ Sl. No. should be n Envelope / Fax not superscribed with RFQ No.and nould remain valid for a minimum peiod of 90 day non-receipt of Quotation or regret letter for 3 cor	ions. e.100% payment urcharge, Insurar mentioned clea due date is l vs from due d	- 30 days after receipt on the the the the the the the the the the	f material at our works

For and On behalf of BHEL.

REQUEST FOR QUOTATION						
MMI:PU:RF:003	BHARAT HEAVY ELECTRICALS LII Electronics Division PB No. 2606, Mysore Road Bangalore - INDIA		NSHM RFQ	Ti : DATE : JG.2008	Due Date 2.SEP.2008 me: 13:00 HRS VENUE : CW ENGG. BLDG	
				(for all correspo	ondence)	
			Purchase	Executive : NEE	LIMA S	
			Phone :	00918026998609		
			Fax :	00918026740138		
			E-mail:	neelima@bheledn.co	o.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						
Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date	
vii). All Prices	<i>vii</i>). All Prices should be written in words and numbers.					

viii). Excise Chapter Heading should be mentioned for all items where VAT is applicable .

For and On behalf of BHEL.

	विल्प डे एन			P.S NO.	PS/445/056
	BţţII	FOR EMI / EMC TE	PURCHASE SPECIFICATION FOR EMI / EMC TEST FACLILITY GROUP : TRACTION ENGINEERING		: 00
	A4 – 10	GROUP . TRACTION			OF 08
		ne scope of this specification covers and after sales service of EMI/EMC		est, supply, installation,	commissioning,
	2.0 Purpose	: The EMI/EMC test equipment sha	all have provision to tes	t the following	
TED.	2.2 Surge Sim2.3 Power Fre2.4 Pulse Fre2.5 Voltage di	equency test quency Magnetic field test ips/interruptions & voltage variatio	as per Latest E as per Latest I as per Latest I	EN/IEC 61000-4-4. EN/IEC 61000-4-5. EC 61000-4-8. EC 61000-4-9. EC 61000-4-11.	
AL AVY ELECTRICALS LIMI to the interest of the compan	3.1 The vend dealers Represen 3.2 The offer the specif 3.3 Offer shal	ification Criteria : lor shall be an Original Equipm in India along with an a itative/Dealer in India, cannot qu shall be only for Standard Catalo fications should be supported by ll be for a new equipment and no ine shall also be new and not us	uthorization letter ote for the same equip g Items from the manu Standard Catalogs and ot for any refurbished	can submit offers. ment from more than ifacturer and not custo Data Sheets of the ma / used equipment. Al	An authorized one OEM. om-made one. All nufacturer. l the parts used in
COPYRIGHT AND CONFIDENTIAL e information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in anyway detrimental to the interest of the company.	support. 3.5 The vend past 5 ye customer 3.6 The vend commissi	DEM shall have Authorized India The authorization letter for the de lor should have already supplied ears and these must be operation is with contact details, machines i dor or their authorized service ioning & service for the offered of	ealer/ representative s I and installed 3 nos. Installed, date of instal representatives shal equipment and shall b	shall be provided. of similar machines in least past one year. lations etc. to be provi ll have trained engin	n India during the The details of the ded. eers in India for
COPY The information on this document is It must not be used directly or ind	3.7 The vend supplied, represent 3.8 If require operating	ed by BHEL, the vendor shall arr g in India. dor shall furnish a comprehen	dertake AMC or prov nty/ guarantee period ange for a demonstra	d either directly or t tion of the machine o	through a service r a similar system
The info It mu	NOTE:				
		ualification criteria, as specified in aluated only when the Pre Qualific			l the <u>technical bids</u>
		fication will be carried out based o s / inspection of the company / pro			
	REVISIONS		APPROVED BY	(Vvenkatesh) ISSUED BY	DATE
			PREPARED BY X Leelun K.Venkateshalu	TRACTION ENGG	12-08-2008

	वी एप डे एल	PURCHASE SI			P.S NC). :F	PS/44	5/056
	BĤII	FOR EMI / EMC	EMI / EMC TEST FACILITY TRACTION ENGINEERING		REV. N	NO :	00	
	A4 – 10				PAGE	02	OF	08
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in anyway detrimental to the interest of the company.	 4.1 Burst Sp 4.1.1 4.1.2 4.1.3 4.1.4 4.1.5 4.1.5 		is a test ipply, co est are t ansients. trate the disturba relay con lause 4.1 g networ np (refer : : : : : : : :	with bursts consisting of a ontrol, signal and earth p he high amplitude, the sh e immunity of electrical a inces such as those origi tact bounce, etc.). .4 for spec and Fig. 4.1a for k for ac/dc mains supply clause 4.1.6 for spec) 125V to 2000V, +/-10% 5/50Ns into 50 ohm an 5ns +/-30% into 50 oh 5ns +/-30% into 50 o 50ns -15/+100ns into 5 50 ohm positive/negative 100Hz to 1000 KHz	a number o ports of ele fort rise tin and electro nating from or waveform (refer claus % into 50 C % into 50 C % into 1000 d 1000 ohm hm 1000 ohm External) : External) :	ctrica ne, the onic e n swif n) se 4.1.)hm) Ohm n.	al and e high equipr tching 5 for s	electronic repetition nent when transients spec).





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	BĤII	PURCHASE SPECIFICATION EMI / EMC TEST FACILITY GROUP : TRACTION ENGINEERING	REV. NO : 00
	A4 – 11	GROUP : TRACTION ENGINEERING	PAGE 05 OF 08
4	4.4.1 T n	Example 1 immunity test (shall conform to IEC/EN 6100 This test is intended to demonstrate the immunity of equipment nagnetic fields related to the specific location and installation proximity of equipment to disturbance source).	nt when subjected to impulse
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in anyway detrimental to the interest of the company.	4.4.3 G P C R D S P I V	Che test equipment shall include i) Generator (Current Source) The generator, with output waveform corresponding (able to deliver the required current in the induction coll The induction coll, connected to the test generator (i strength corresponding to the selected test level. The copper, aluminum or any conductive non-magnetic mechanical arrangement as to facilitate its stable posi- ii). Test Instrumentation. The test instrumentation includes the current n instrument) for setting and measuring the current injection networks, back filters, etc. on power suppower frequency Colarity : positive and negative Dutput current range : 100 A to 1000 A : 6.4 µs ± 30% : 16µs ± 30% : Triggerable by external sign Power frequency Waveform : Refer Fig 4.4a a a a 4.4 a Current waveform of the test generator for pulse magnetic fields a (100 A to rule magnetic fields (100 A to rule magnetic fields (100 A to 1000 A : 6.4 µs ± 30% : Triggerable by external sign : synchronizable from 0° to 3 (100 A to 1000 A : a fefer Fig 4.4a (100 A to rule magnetic fields (100 A to rule magnetic fields : synchronizable from 0° to 3 : a fefer Fig 4.4a (100 A to rule magnetic fields (100 A to rule magnetic fields (100 A to rule magnetic fields (100 A to rule magnetic fields : a fefer Fig 4.4a (100 A to rule magnetic fields : a feremagnetic fields : a feremagnetic fields : a field pagnetic fields	 → → Specified in (ii) below. (i) above) shall generate a field e induction coil shall be made of naterial of such cross-section and tioning during the tests. And the induction coil. And any other instrument of functional specifications.

	वी एप डे एल		P.S NO. : PS/445/056
	BĤII	PURCHASE SPECIFICATION EMI / EMC TEST FACILITY GROUP : TRACTION ENGINEERING	REV. NO : 00
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		Dips/Interruptions & Voltage Variation specifications nform to IEC/EN 61000-4-11 - Latest amendment)	
		This standard establishes a common reference for evaluating the electronic equipment when subjected to voltage dips, short inte	
	1	This test is intended to demonstrate the immunity test methods evels for electrical and electronic equipment connected to low for voltage dips, short interruptions, and voltage variations.	
ALS LIMITED. the company.		The test equipment shall include (i) Test generator The generator shall have provision to prevent the emiss which, if injected in the power supply network, may infl	
L VY ELECTRIC o the interest of		(ii) Power source Voltage shall be Single Phase 250VAC/16A and DC 250V The frequency of the test voltage must be within ±2% o	
JENTIA AT HEA mental to		Supplier shall supply latest windows compatible (windows vista	
CONFII f BHAR vay detri		Fhe test equipment shall have USB port and GPIB port for interf Fest report generation software.	acing with external computer.
COPYRIGHT AND CONFIDENTIAL tent is the property of BHARAT HEAV or indirectly in anyway detrimental to		/ surge suppressor shall be provided at the mains (incoming) s itical electronic instruments/systems used in the equipment.	tage as well as at the input stage
COPYRIGHT AND CONFIDENTIAL this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. ed directly or indirectly in anyway detrimental to the interest of the company.	supplied	es including consumables, if any, necessary for two years of at the time of delivery of equipment to BHEL. The spares shall etc. List of spares and quantity shall be provided along with off	include critical PCB cards, add-
The information on thi It must not be used	6.1 Calibration	ion Certificates on certificates (with minimum 2 years of validity)for measu r applicable shall be provided. Calibration procedures are also t	
The inf It m	7.0 Test Cer 7.1 The supp	tificates lier shall submit test certificates.	
		Plan and Test Protocol shall submit quality plan & test protocol for BHEL's approval.]	
	9.0 Pre-Ship 9.1 Pre-ship test prote	inspection shall be carried out by BHEL Engineers as per	the approved Quality Plan and
	10.1 Scope of	tion and commissioning f offer shall include installation and commissioning that includ sting service facilities at BHEL and demonstrate the performa	



PURCHASE SPECIFICATION EMI / EMC TEST FACILITY GROUP : TRACTION ENGINEERING

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11.0 Tools/Hardware/Instruments

11.1 All the tools, hardware and instruments that will be required for installation, operation and the maintenance of the tester shall be provided by the supplier.

12.0 Warranty:

- 12.1 Complete system with controls shall be warranted for satisfactory and trouble free operation for a period of at least 12 months from the date of commissioning.
- 12.2 Supplier shall also additionally quote for extended warranty (beyond 12months) in slabs of 3 years and 5 years.

13.0 Training:

13.1 The supplier shall provide training for two BHEL personnel at the premises of the manufacturer in the field of operation and maintenance of the equipment for a cumulative period of 10 man days free of cost at the said premises. Travel and living expenses shall be borne by BHEL.

14.0 Documentation

- 14.1 Information required along with techno-commercial offer without offer is liable for rejection.
 - 14.1.1 Supplier shall furnish clause wise confirmation/comments to this technical specification in the typical format given in clause no.17.0. Deviation, if any, shall be clearly brought out indicating the clause no., original specification, deviation sought with proper technical backup (catalog, technical brochure, International standards etc) for seeking such a deviation. If no deviations are required, then supplier shall furnish a certificate indicating "<u>No Deviations requested and we comply fully with all the technical requirements of this specification no. PS/445/056</u>".
 - 14.1.2 Authorized/ responsible representative of the supplier shall sign on each page of this specification with the above (clause 15.1.1) confirmation/comments and submit.
 - 14.1.3 Each test equipment part nos shall indicated in the offer supported by relevant Technical brochures.
 - 14.1.4. Documents related to Eligibility Criteria (3.1 & 3.2)
 - 14.1.5. Schematic/Block diagram of Test Setup of all the tests. Supplier shall also state clearly any additional facility requirement at site (not included in the offer but required for proper functioning).
 - 14.1.6. Service / Calibration contact details in India and abroad.
 - 14.1.7. List of Spares.

14.2 Information required after the placement of order.

14.2.1.Quality Plan and Test Protocol for BHEL's approval as per clause 9.0.

14.3 Information required along with material supply.

- 14.3.1 One set of operation and maintenance manual in English and one CD (with soft copy of manual) shall be supplied along with the equipment. The manual shall include circuit diagram, component layout, PCB artwork, trouble shooting chart including symptoms, checks and preventive maintenance schedule to be carried out, suggested remedy for all items including the bought out items.
- 14.3.2 Three sets of Test certificates and calibration certificates.
- 14.3.3 BHEL's Engineers approved pre-shipment inspection report.

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15.0 General

- 15.1 The supplier is expected to provide all the items required for proper functioning of the equipment in accordance with the latest international practices/standards, whether included in this specification or otherwise.
- 15.2 Any deviation from specification intended to improve the performance, reliability and efficiency of the equipment as a whole or part thereof may be proposed for consideration. All such proposals shall, however be accompanied with complete technical details and justification for proposed deviation.
- 15.3 The equipment shall be designed taking into account all safety and environmental requirements. Hazards/Risks associated with operation & maintenance of the equipment shall be brought out explicitly and instructions for minimizing the hazards /Risks are to be indicated.
- 15.4 Supplier's operators /Engineers deputed for installation of the equipment at the BHEL works shall comply with safety regulations and precautions. They shall be trained adequately in environmental/health/safety hazards associated with the installation and operation of the equipment.
- 15.5 Service facilities required, environmental requirements and their tolerance limits may be furnished as per the 'Format for service facilities' enclosed.
- 15.6 Supplier shall provide details of local infrastructure (in India) for providing service locally.
- 15.7 Final clearance will be given after satisfactory trial runs at the BHEL for a period of 2 weeks on two shift basis for the rated output parameters.

16.0 Schedule of Scope shall be as follows

- 16.1 Main equipments along with accessories and training.
- 16.2 Mandatory spares
- 16.3 Optional spares
- 16.4 Installation & commissioning.

17.0 Typical Format for clause wise comments

Clause No.	Confirmed	Details of Deviation (if not confirmed)
1.0	Yes / No	
2.0	Yes / No	
2.1	Yes / No	
2.2	Yes / No	



Bharat Heavy Electricals Ltd.,

Ph: +91-80-26742974 / 26998609

(A Government of India undertaking)

Electronics Division

PB No.2606, Mysore Road, Bangalore-560026,India Fax: +91-80-26740138

Conditions for Supply of Imported & Indigonous

General Terms & Conditions for Supply of Imported & Indigenous Capital Items (Two part bid)

Bidders are required to read the general terms & conditions carefully and submit their quotation covering all the points. Any order resulting from this enquiry shall be governed by the general terms and conditions listed below.

- 1. <u>TWO PART BID:</u> Quotation shall be submitted in two part bid i.e.
 - a) <u>Techno-commercial i.e., Un-priced Bid:</u> 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 QUOTATION FORMAT (ANNEXURE A / ANNEXURE B) preferably in the same format. Any other enclosure, which the supplier 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. Un-priced copy of price bid (without price) shall also be enclosed with the techno-commercial bid i.e. a copy of the price bid without prices.

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 Techno-commercial bid.

Manufacturer's name, their trade mark and brand if any, should be invariably mentioned in the tender and illustrative leaflets giving technical particulars etc., are to be attached to the tender to facilitate consideration of the offer.

b) Price Bid :

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 included in the price bid.

Please indicate the rates in both figures and words. However in case of difference / discrepancy, the rates indicated in figures shall be considered as correct.

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 superscribed 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 / WEDNESDAY / FRIDAY kept at BHEL-EDN's Reception area of our works with caption "CE, M&C, SC&PV, TSC, DEFENCE, TELECOM, CPD". Quotations also can be dispatched by Couriers / Registered post / FAX / e mail to the Purchase Executive indicated in the RFQ. Late Tenders i.e. Tenders received after due date & time are liable to be rejected.
- **3.** The rates quoted against each item shall be in the same units stated in the enquiry. If the quotations are submitted in any other unit than specified, relationship between two sets of units must be furnished in the offer.
- **4.** As far as possible, the quotations shall be free from corrections / overwriting. Corrections if any should be initialed with your seal and signature. 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.
- 5. Quotations are to be duly signed. Unsigned bids/offers are liable for rejection.
- **6.** All the bidders or their authorized representatives (with authorization letter from their principals) can 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 quantities in each item to be purchased may vary from quantities enquired according to the actual requirement at the time of placing the purchase order. Quantity discount if any should be mentioned in your offer.
- 9. BIDDERS (for indigenous purchase) shall indicate clearly Excise duty, Education cess, Sales Tax/VAT, Octroi, Entry tax, Service Tax as applicable for the quoted items. 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. Seeking price amendments for change in Excise duty due to crossing of turnover limits will not be considered under any circumstances.
- <u>TOTAL COST TO BHEL</u>: Purchase order will be placed on the lowest bidder (L1) only among the technically & commercially accepted offers. Lowest Bid (L1) is determined on the basis of the total cost to BHEL.

(a) FOR FOREIGN PURCHASE:

Total cost to BHEL = Total basic value in foreign currency + FOB charges (if any) + Packing & Forwarding charges (if any) + Cost Insurance Freight (CIF) + Basic Custom Duty (BCD) + Counter Veiling Duty (CVD) + Educational Cess + Special Additional Duty (SAD) + Entry TAX + Service TAX (if applicable) + Loading factors for deviations to commercial terms & conditions.



Note: Exchange rate ruling on the date of Tender opening (Techno-commercial / un-priced Bid) will be considered for converting foreign currency to Indian currency. Exchange rates published in Economic Times (TT selling) will be considered.

(b) FOR INDIGENOUS PURCHASE:

Total cost to BHEL = Total basic value + Packing & forwarding charges + Excise duty Education cess + sales Tax/VAT + Octroi + Exit/Entry tax + Freight & Insurance + Service Tax (if applicable) + Loading factors for deviations to commercial terms & conditions.

11. <u>FIRM PRICE</u>: Rates quoted should be firm 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 Installation & Commissioning is in supplier's scope, then the price shall remain FIRM till commissioning & handing over of the complete system.

12. TERMS OF PAYMENT:

(a) FOR FOREIGN PURCHASE:

Payment will be made against "**SIGHT DRAFT**" on presentation of documents to our bankers. Payment through LC is also made subject to loading factors as per **Clause 26 (Ai).**

The payment terms are as follows:

- a) 75 % against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warrantee certificate, Nil shortage certificate, Certificate of country of origin etc.
- b) 15 % on successful installation, commissioning and start-up trials.
- c) 10 % on submission of Performance Bank Guarantee (PBG)
- d) If PBG is not submitted by the vendor, then the final 10% payment will be made against submission of supplementary invoice after warranty period + 6 months of claim period.

(b) FOR INDIGENOUS PURCHASE:

- a) 90% within 30 days from the date of receipt of equipments & balance 10% against submission of PBG (where commissioning is NOT involved).
- b) 75% within 30 days from the date of receipt of equipments, 15% after the successful installation, commissioning & start-up trials & balance 10% against submission of PBG (wherever commissioning is involved).
- c) If PBG is not submitted by the vendor, then the final 10% payment will be made against submission of supplementary invoice after warranty period + 6 months of claim period.
- 13. <u>ADVANCE PAYMENT:</u> Quotations with payment terms of "Advance" or "Inland Letter of Credit" will not be considered and such offers are liable for rejection commercially.
- 14. <u>PENALTY</u>: Failure to supply the item within the delivery date specified in the purchase order will make the supplier liable to an unconditional penalty of ½% (One half percent) of the basic value of the goods in arrears per week subject to a maximum of 10%.



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.

15. <u>PBG:</u> Performance Bank Guarantee (PBG) to be submitted as per the BHEL prescribed format given in **ANNEXURE - D / ANNEXURE - E** for 10% of the basic equipment value obtained from any BHEL member banks.

PBG shall be valid for 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. The PBG shall also have 6 months claim period from the date of dispatch / commissioning.

The Bank Guarantee shall be submitted directly to the concerned Purchase Executive by the issuing Bank with their forwarding letter.

16. <u>WARRANTY:</u> Goods dispatched shall have warranty period of 12 months from the date of dispatch or as mentioned in the RFQ.

17. TERMS OF DELIVERY:

(a) FOR IMPORTED PURCHASE:

Price offered shall be for goods packed and delivered **F.O.B.** (named international Airport) 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 Airworthy & Roadworthy, best suitable for trans-shipment and to prevent transit damages.

Vendors shall indicate the name of International Airport.

Note: Name of International Airport has to be selected from any one of the airports indicated in the table provided in **ANNEXURE - C** herewith.

(b) FOR INDIGENOUS PURCHASE:

Equipment shall be delivered on EX-EDN/BHEL, Bangalore basis, inclusive of packing & forwarding charges.

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

Dispatch the consignments through EDN/BHEL approved transporters on Door Delivery basis furnished below.

- 1. M/s Awagaman Road Carriers Itd., Bangalore. (AWG)
- 2. M/s BLR India pvt., ltd., Bangalore. (BLR)
- 3. M/s Delhi Assam Roadways corporation ltd., Bangalore. (DRL)
- 4. M/s Indo Arya Central transport ltd., Bangalore. (IACT)
- 5. M/s Prakash parcel Services, Bangalore. (PPS)
- 6. M/s Road Carrier of India, Bangalore. (RCI)
- 7. M/s Union Roadways Itd., Bangalore. (URL)



Small consignments can be dispatched through M/S First Flight Couriers Ltd.

Transit insurance shall be arranged by BHEL. Vendor shall intimate the dispatch details to BHEL immediately after effecting shipment, to arrange transit insurance accordingly.

- **18.** <u>DELIVERY REQUIREMENT:</u> Equipment shall be delivered, as per the delivery schedule indicated in the RFQ.
- **19.** <u>VALIDITY:</u> Quotation should remain valid for a period of **90 days** from the date of technical bid opening.
- **20.** BHEL reserves the right to RE-FLOAT/REJECT/CANCEL the TENDER ENQUIRY (RFQ) without assigning any reason or cause thereof. Quotes received against this TENDER ENQUIRY are subject to and governed by all these terms and conditions. BHEL's decision will be final in awarding of the contract and binding on all vendors.
- 21. <u>REVERSE AUCTION</u>: BHEL reserves the right to resort to reverse auction / online Bidding before opening of price bid.

22. POST-ORDER REQUISITES:

- a) 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.
- **b)** Test certificates, Calibration certificates and warranty certificates as stipulated at the time of ordering shall be furnished.
- c) Items shall be dispatched by Air/Road/Sea worthy packing. Any damage and later rejection, due to poor / improper packing shall be to supplier's account.
- d) Any damage/rejection should be made good or replaced immediately without any extra cost to BHEL.
- e) 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.
- f) 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.
- **g)** Performance Bank Guarantee to be executed on Rs.100/- non-judicial stamp paper as per BHEL prescribed format as given as Annexure (c).
- **23.** Any dispute arising out of this contract shall be referred to the sole arbitration of Head of Materials Management, Control Equipment, BHEL, EDN, Bangalore or any other officer nominated by him and his decision shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.
- 24. All suits in respect of the above lie in the court of Jurisdiction of Bangalore (India) only.
- 25. Equipment shall comply with the standard requirements of ISO 14001 & OHSAS 18001.



26. <u>REGRET LETTER:</u> In case, the supplier is unable / not willing to quote (for BHEL's registered vendors), a letter of regret shall be sent.

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

SI. No.	BHEL standard term	lf you quote	Loading factor in % for non-compliance
1	100% against "SIGHT DRAFT" on presentation of dispatch documents to our Bankers.	(a) 100% Through Letter of Credit (LC)	(a) 3.50 %
2	90% against "SIGHT DRAFT" + 10% against PBG (wherever PBG is involved)	(b) 90% Through Letter of Credit (LC)	(b) 2.25 %
3	75% against "SIGHT DRAFT" + 15% after commissioning + 10% against PBG (wherever commissioning & PBG is involved)	(c) 75% Through Letter of Credit (LC)	c) 1.875 %

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

SI. No.	BHEL standard term	lf you quote	Loading factor in % for non- compliance
1	100% within 30 days from the date of receipt (credit payment)	Payment through bank	2 % x percentage quoted through bank
		Payment against proforma invoice	1.25 % x percentage quoted through proforma invoice
2	90% within 30 days from the date of receipt + 10% against PBG (wherever PBG is	Payment through bank	2 % x percentage quoted through bank
	involved)	Payment against proforma invoice	1. 25 % x percentage quoted through proforma invoice
		100% within 30 days from the date of receipt & PBG	Nil
3	75% within 30 days from the date of receipt + 15% after commissioning + 10% against	Payment through bank	2 % x percentage quoted through bank
	PBG (wherever commissioning & PBG is	Payment against proforma invoice	1. 25 % x percentage quoted through proforma invoice
	involved)	100% within 30 days and after commissioning &	Nil



	PBG	

B. For non compliance of Penalty clause:

SI. No.	BHEL standard term	If you quote	Loading factor for non- compliance
1	Penalty of 0.5% per week	Not agreed.	10 %
	subject to max. of 10% on the	5% max., agreed.	5%
	basic value of the items not	Other than the above.	10% - (minus) agreed max. %
	supplied /delayed		

C. For non compliance of Performance Bank Guarantee (PBG):

SI. No.	BHEL standard term	If you quote	Loading factor for non- compliance
1	PBG for 10% of the basic	Not agreed.	10 %
	material cost shall be	5% agreed.	5 %
	furnished in the BHEL	Other than the above.	10% - (minus) agreed max. %
	prescribed format.		

D. For Non conformance to delivery requirement indicated in the RFQ:

SI. No.	BHEL standard term	lf 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 or from the document approval	Not agreed for the stipulated delivery in the enquiry	1 % per week up to max. of 10% for the difference in period

E. For non compliance of Warranty:

SI. No.	BHEL standard term	If you quote	Loading factor for non- compliance
1	12 months from the date of	Not agreed.	6%
	dispatch or as indicated in the	Less than 12 months or	0.5 % per month for the
	RFQ	as indicated in the RFQ	difference in period



ANNEXURE - A

TECHNICAL BID (TO BE ENCLOSED WITH TECHNO-COMMERCIAL BID)

(for Foreign Purchase Orders)

SI.	Particulars	Bidder's confirmation		
No.				
1	Price basis:			
	Firm i.e., from the date of PO to completion of supply	Acceptable / Not acceptable		
	[Price Variation Clause (PVC) not acceptable]			
2	Terms of Payment: Against "SIGHT DRAFT" on presentation			
	of documents to our bankers.			
	(a) 90 % is payable on negotiation of complete set of original	(a) Acceptable / Not acceptable		
	documents & balance 10% against submission of PBG (where			
	commissioning is NOT involved).			
	(b) 75 % is payable on negotiation of complete set of original	(b) Acceptable / Not acceptable		
	documents, 15% after satisfactory commissioning & balance			
	10% against submission of PBG (wherever commissioning &			
	PBG is involved).			
	(c) Deviation if any please specify	(c)		
	Note: Refer clause 12 above.			
3	BHEL's penalty clause:			
	(a) Delay in delivery as per PO delivery date will result in	(a) Acceptable / Not acceptable		
	penalty of 0.5 % per week subject to maximum of 10% on the value of the items not supplier/delayed.			
	(b) Deviation if any Please specify			
		(b)		
4	Performance Bank guarantee:	Yes / No		
	PBG for 10% of the basic material cost shall be furnished in the			
	BHEL prescribed format as detailed in clause 15.			
5	Terms of delivery:			
	(a) F.O.B international Airport/Seaport as per clause 17	(a)Acceptable / Not acceptable		
	Indicate name of International Airport/Seaport			
	(b) Deviation if any Please specify	(b)		
6	Warranty:			
	(a) 12 months from the date of dispatch	(a)Acceptable / Not acceptable		
	(b) Deviation if any Please specify	(b)		
7	Delivery period: Indicate number of weeks from the date of	Weeks		
	issue of Purchase order			
8	Validity:			
Ĭ	(a) Quotation should remain valid for a period of 90 days from	(a) Acceptable / Not acceptable		
	the due date			
	(b) Deviation if any Please specify	(b)		
		(~)		



ANNEXURE - B

TECHNICAL BID (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	Excise duty: If applicable indicate %.	Applicable / Not applicable ED:%		
3	Sale tax: If applicable indicate %	Applicable / Not applicable (a) VAT% (b) CST% against form C		
4	Payment terms: (a) 90 % basic + 100% taxes, duties & freight charges within 30 days from the date of receipt & balance 10% against submission of PBG (where commissioning is NOT involved)	(a) Acceptable / Not acceptable		
	(b) 75 % basic + 100% taxes, duties & freight charges within 30 days from the date of receipt, 15% after satisfactory commissioning & balance 10% against submission of PBG (wherever commissioning & PBG is involved).	(b) Acceptable / Not acceptable		
	(c) Deviation if any please specify Note: As per clause 12	(c)		
5	 BHEL's penalty clause: (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % per week subject to maximum of 10% on the value of the items not supplier/delayed. (b) Deviation if any Please specify 	(a) Acceptable / Not acceptable (b)		
6	Performance Bank guarantee (PBG): PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as per clause 15.	Yes / No		
7	Terms of delivery: (a) Ex EDN / BHEL, Bangalore (Free delivery to EDN/BHEL Bangalore including packing & forwarding charges) (b) Deviation if any Please specify	(a)Acceptable / Not acceptable (b)		
8	Warranty: (a) 18 months from the date of dispatch or 12 months from the date of commissioning (b) Deviation if any Please specify	(a)Acceptable / Not acceptable (b)		
9	Delivery period: Indicate number of weeks from the date of issue of Purchase order	Weeks		
10	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)		



Signature of renderer / with stamp

ANNEXURE - C

LIST OF INTERNATIONAL AIRPORTS

SI. No	Country	Air Ports			
1	Austria	Vienna, Linz, Graz			
2	Australia	Sydney, Melbourne, Perth			
3	Belgium	Antwerp, Brussels			
4	Canada	Toronto, Montreal			
5	China	Shangai			
6	Cyprus	Lamaca			
7	Czech Republic	Prague (Via Frankfurt)			
8	Denmark	Copenhagen			
9	Egypt	Cairo			
10	Finland	Helsinki			
11	France	Paris (Rossy), Lyon			
12	Germany	Darmstadt, Manihiem, Nurnberg, Hamburg, Stutttgart, Munich, Koln, Dusseldorf & Hannover, Frankfurt, Berlin			
13	Hongkong	Hongkong			
14	Italy	Rome, Milan, Turin, Bologna, Florence			
15	Ireland	Dublin			
16	Isrel	Telaviv			
17	Japan	Tokyo, Osaka			
18	Malaysia	Kaulalampur, Penang			
19	Neatherlands	Amsterdam, Rotterdam			
20	Newzealand	Auckland			
21	Norway	Oslo			
22	Oman	Muscat			
23	Philiphines	Manila			
24	Romania	Bucharest			
25	Russia	Moscow			
26	Saudi Arabia	Riyad			
27	Singapore	Singapore			
28	Slovakia	Bartislowa			
29	South Africa	Johannesburg, Durban			
30	South korea	Kimpo			
31	Spain	Barcelona			
32	Sweden	Stockholm, Gothenburg, Milano			
33	Switzerland	Basle, Zurich, Geneva			
34	Taiwan	Taipei			
35	U.A.E.	Dubai			
36	U.K.	Landon (Heathrow), Newcastle, Oxford, Cheltham, Bristol, Wellingborough, Birmingham, East Midland, Manchester,Leeds, Glasgow.			
37	U.S.A.	Newyork, Chicago, Sanfrancisco, Los Angeles, Atlanta			
38	Ukraine	Kiev			



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ANNEXURE-D

PERFORMANCE BANK GUARANTEE (FOR FOREIGN PURCHASE ORDERS)

BANK NAME AND ADDRESS

Bharat Heavy Electricals Limited (BHEL), Electronics Division, PB No. 2606, Mysore Road, BANGALORE- 560 026 INDIA

Dear Sir,

Ref: CONTRACT PERFORMANCE GUARANTEE.

WHERE	WHEREAS you have entered into a contract reference No PO NO with M/s									
										ed office
at			for	the sup	ply of	: 				
								which is	s hereinaft	er referred to
as	"the	sai	d	contrac	ct"	a	nd	V	VHEREAS	M/s
							has	underta	aken to pro	duce a Bank
Guarant	ee for 10	0% (Ter	n Percen	it) of			the	contrac	ct price a	mounting to
) to secure
its oblig	ations to	Electronics	Division	, BHEL	having	g its reę	gistere	ed office	e at New	Delhi for the
				0						nt supplied,
										hereby
		•				0				s on behalf of
										ectricals Ltd.
										as not fulfilled
		Ų			•					u on demand
										oad, P.B.No.
2606,	Bangalor	e-560 (026, Ir	ndia a	in a	amount	of			_(in words
) subject to
as may l	be determi	ned below:								

- 1) Notwithstanding any right M/s. ______ may have directly against you or any disputes raised by M/s ______, Your written demand shall be conclusive evidence to us that repayment is due under the terms of the said contract and shall be binding on us.
- 3) This guarantee shall remain valid until the end of twenty-four weeks after the close of the warranty period or until the same is reported by BHEL to us whichever is earlier.



- 4) We agree and undertake not to revoke this guarantee during its validity unless discharged in writing by you subject to the provision of clause (7) below.
- 5) This guarantee shall be a continuing guarantee subject to the foregoing and shall not be discharged by any change in the constitution of the Bank or M/s.
- 6) This guarantee shall be governed by and constructed in accordance with the Laws of India.
- 7) At any time ______ Bank may render this guarantee null and void by paying to Bharat Heavy Electricals Ltd. the full amount being ______ (in words ______)

For and on behalf of Bank by its Authorised Signatory

Note:

- (1) To be executed in INR 100 Non-Judicial stamp paper by any authorized Indian Bank.
- (2) To be submitted directly by banker to concerned executive in purchase dept., Please give BHEL address to banker.
- (3) Do not enclose with Bank document.
- (4) Any Modification & omissions to this are not permitted



ANNEXURE - E

PERFORMANCE BANK GUARANTEE (FOR INDEGENOUS PURCHASE ORDERS)

THIS DEED OF GUARANTEE made and executed on the ______ day of ______ (year), by the ______ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at ______ represented herein by its Branch Manager / authorised representative Sri. ______ & Sri.______ & Sri.______ (Hereinafter called 'guarantor ' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

(Buyer's Name), a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort, New Delhi-100 049 and its Electronics Division at Mysore road, Bangalore-26 (hereinafter referred to as the 'Company' Which term shall include its successors and assigns):

Whereas the company has placed an order on (State the name of the company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under order / Contract No_____Dt ____.

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order/contract.

AND WHEREAS the company is not required to pay to the supplier a sum of Rupees ______being the 10% of the value of the goods supplied / Works performed / Services rendered under the said order / contract between the supplier and the company, till the company is satisfied with the mechanical Warranties and the performance standards stipulated in the said order / contract between the company and the supplier has been duly fulfilled, except against a Bank Guarantee for the said sum of Rs______ in favour of the company by reputed Bank, in which case the company has agreed to make payment to the supplier of the said sum of Rupees ______ being (...%) of the value of the goods supplied / Works performed / Services rendered under the agreement between the supplier and the company and the Guarantor has at the request of the supplier, agreed to furnish this Guarantee subject to the terms and conditions stated below:

NOW THIS DEED WITNESSES THAT IN pursuance of the above said agreement, the guarantor hereby agrees and covenants With company is as follows :-

- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs ______ (in words) ______ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said order / contract / Agreement by the supplier.
- 2) The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said order / contract. Any such demand made on the



guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Contractor / supplier admits or denies.

- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said order / contract / agreement are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order / contract / agreement have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below , the guarantor shall be discharged from all the liability under this guarantee thereafter.
- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order / contract / agreement or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order / contract / agreement, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.
- 5) The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.
- 6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs______. The guarantee shall be in force till its expiry on ______ unless a demand is made on the guarantor within SIX months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

IN WITNESS whereof, the guarantor, acting through it authorised representative has executed this deed of Guarantee on the day, month and year first above written.

(Seal of the Bank to be affixed)

WITNESS

1.

2.



ANNEXURE - F

BHEL MEMBER BANKS

PBG SHALL BE ISSUED FROM THE FOLLOWING BANKS OR THEIR BRANCH OFFICES ONLY

State Bank of India,	Deutsche Bank,				
CAG Branch 10 th Floor, Vijaya Building	Tolstoy Marg,				
Barakamba Road, NEW DELHI - 110	NEW DELHI - 110 001				
001					
Canara Bank,	HDFC Bank Ltd,				
74, Janpath,	5 TH floor, H T House, K G Marg, ,				
NEW DELHI - 110 001	NEW DELHI - 110 001				
Punjab National Bank, 74 Janpath,	CITI Bank NA,				
NEW DELHI - 110 001	Jeevan Vihar Building, Sansad Marg				
	NEW DELHI - 110 001				
Bank of Baroda,	Standard Chartered Bank,				
Corporation Banking Branch, 11 th Floor,	H2, Block Connaught Place				
BOB Building, Sansad Marg, NEW DELHI	NEW DELHI - 110 001				
- 110 001					
State Bank of Hyderabad,	ICICI Bank Ltd,				
Surya Kiran Building, K G Marg,	ICICI Tower, Bisham Pitamah Marg, Pragati				
NEW DELHI - 110 001	Vihar,				
	NEW DELHI - 110 003				
State \Bank of Mysore,	IDBI Bank Ltd,				
Antrikash Bhawan, K G Marg, NEW	19 K G Marg, Surya Kiran Building,				
DELHI - 110 001	NEW DELHI - 110 001				
State Bank of Mysore,	HSBC Ltd,				
Industrial Finance Branch, 18,	ECE House, 28K G Marg, NEW DELHI -				
Ramanashree Arcade,, M G Road,	110 001				
BANGALORE 0 560 001					
State Bank of Travancore,					
Travancore House, IF Branch,					
NEW DELHI - 110 001					
	•				
