



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS DIVISION

P.B.No 2606, Mysore Road, Bangalore - 560 026

AN ISO 9001, ISO 14001 AND OHSAS 18001 COMPANY

Gram : BHARATELEC
Telex : 0845-2436 BHCE IN
0845-8151 BHCE IN
Fax : 0091 80-26744904
RABMN : 404100000014
PHONE : 0091 26742968
E-MAIL : peshwe@bheledn.co.in

Websites: www.bheledn.com, www.bhel.com, www.tender.gov.in

Tender No SLN0000485 dated 14.11.2008 due on 05.12.2008

BHEL Electronics Division has immediate requirement of "PHOTO RESIST SPINNER" as per Technical specification PS 438-289:

Vendors and their authorized representatives who are capable of supplying the above mentioned material on regular basis are requested to send their quotation with brief company profile and present manufacturing capacities. For detailed information/ Tender document please visit our websites indicated above.

Quotations should reach us on or before 05th December 2008 before 13:00 Indian standard Time (IST) IN TWO PART BID

Received quotations will be opened on same day i.e. 05th December 2008 at New Engineering building, 2nd Floor, BHEL Electronics division, Bangalore, India at 13:30 I.S.T.

For further Clarification through Email:

peshwe@bheledn.co.in

Telephone No: 0091-80- 26742968

Fax No: 0091-80-267474904

REQUEST FOR QUOTATION



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

RFQ NUMBER:
SLN0000485

RFQ DATE :
14.NOV.2008

Due Date
05.DEC.2008
Time: 13:00 HRS

VENUE :
NEW ENGG. BLDG

MMI:PU:RF:003

PURCHASE FILE COPY

(for all correspondence)

Purchase Executive : NITYANAND SLV
Phone : 26998483
Fax : 00918026744904
E-mail: nitya@bheledn.co.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.**

TENDER / OFFER SHALL BE SUBMITTED IN TWO PARTS.

VENDOR IS ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS SPECIFICATION ENCLOSED WITH RFQ.

BHEL RESERVES THE RIGHT TO RESORT TO REVERSE AUCTION BEFORE THE PRICE BID OPENING.

VENDOR HAS TO CONFORM TO ALL THE CLAUSES LISTED IN THE TECHNO-COMMERCIAL TERMS DEVIATIONS, IF ANY, TO BE HIGHLIGHTED AND BROUGHT OUT CLEARLY.

VENDOR HAS TO CONFORM TO ALL THE CLAUSES IN THE PURCHASE SPECIFICATIONS.

DELIVERY REQUIRED: WITHIN 12 WEEKS FROM THE DATE OF PURCHASE ORDER.

TERMS OF PAYMENT: 75% ON RECEIPT OF MATERIAL, 15% AFTER INSTALLATION AND COMMISSIONING AND THE REST 10% AGAINST SUBMISSION OF PBG.

THE DETAILS OF SPECIFICATION & TERMS AND CONDITIONS ARE ALSO AVAILABLE IN OUR WEB SITE www.bheledn.com

| Sl No. | Description | Qty | Unit | Delivery qty | Delivery Date |
|--------|--|-----|------|--------------|---------------|
| 1 | SC9890004054 Photoresist Spinner as per PS-438-289 | 1 | ST | 1 | 16.FEB.2009 |

Total Number of Items - 1

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 .

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 period of 90 days from due date.


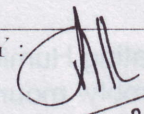
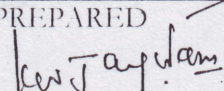
vi). In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list.

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:

For and On behalf of BHEL.

| | | | | |
|--|---|--|---|---|
| <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> CONFIDENTIAL AND RIGIT COPY 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 to the company </div> |  A4 - 10 | PURCHASE SPECIFICATION GROUP : SEMICONDUCTORS | | PS - 438 - 289 REV NO. 00 PAGE 1 OF 3 |
| | SPECIFICATION FOR PHOTO RESIST SPINNER TECHNICAL DESCRIPTION AND SPECIFICATIONS GENERAL DESCRIPTION <p>The photo resist spinner shall be used for coating silicon wafers of varying diameters (19 mm to 150 mm) with approximately 1 micron of Positive / Negative photo resist with a viscosity of around 180 CP. The spinner shall be provided with a vacuum chuck to hold silicon substrates. The equipment shall be provided with a lid for safety and an automatic resist dispensing system. The equipment shall have provisions for setting the various parameters like time and speeds (Typical Speeds 6000 rpm) under vacuum.</p> <p>It shall be provided with a programming unit which can be programmed, to carry out dispensing , coating, spinning at two speeds and stop the spinning on completion of process . The substrate will be lifted from the vacuum chuck after releasing the vacuum manually. The extra photo resist available in the bowl shall flow out to a collecting tray / disposable container for discarding. Solvents like Acetone / Toluene will be used to clean the bowl.</p> <p>The system shall comprise of a solvent resistant casing and bowl. The electronic controller shall be accessible freely for changing the set parameters. The display shall be LCD / LED based.</p> <p>The Photo Resist Spinner Unit shall consist of</p> <p>A. Spinner Unit with Vacuum pump as an option</p> <p>B. Electronic Control System</p> | | | |
| | REVISION : 00 | | APPROVED BY :  26/04/07 | |
| | | PREPARED  | ISSUED Engg. | DATE 26.04.07 |



A4 - 10

**PURCHASE SPECIFICATION
GROUP : SEMICONDUCTORS**

PS - 438 - 289

REV NO. 00

PAGE 2 OF 3

B. ELECTRONIC CONTROL SYSTEM

The electronic control system shall be housed separately./part of the spinner motor unit. . The system shall have following in the front panel.

- i. ON/Off Mains switch
- ii. Vacuum on off
- iii. Acceleration / Speed setting
- iv. Spinning time control
- v. Programmable mode with LCD/LED Display.

Technical Specification of Photo Resist Spinner


| SI No | Description | Specification |
|-------|------------------------------------|---|
| 1 | Wafers to be spun per run | One |
| 2 | Wafer diameter to be spun | 15 mm to 150 mm |
| 3 | Spinning Speed | 0 to 10000 RPM |
| 4 | Spinning time | 0 to 2 min |
| 5 | Acceleration | 50,000 rpm /sec/sec |
| 6 | Type of speed sensor | Preferably Hall effect sensor |
| 7 | Type of Motor | Standard motor or Permanent Magnet DC Motor / Brushless DC Motor |
| 8 | Housing | Solvent proof like Solid Natural Polypropylene |
| 9 | Housing lid | Clear borosilicate / ECTFE lid with center opening |
| 10 | Vacuum check | Polypropylene, to hold 15 mm to 150 mm substrate |
| 11 | Adaptors | For holding 15 mm to 150 mm diameter wafers |
| 12 | Provisions | For Liquid Drain, Exhaust, safety interlocks, Overload protection, |
| 13 | Vacuum pump (Quote as Optional) | Oil less vacuum pump, suitable to hold Six inch wafer under vacuum at rated RPM |

GENERAL :

| | |
|--------------------|---|
| Operating Humidity | :98% maximum (Non condensing) |
| Assembly/ mounting | :As per normal industrial practice. |
| Dimensions | :Supplier to indicate at the time of offer. |

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| | | | | |
|--|---|--|--|--|
| | |  A4 - 10 | PURCHASE SPECIFICATION GROUP : SEMICONDUCTORS | PS -438 - 289 REV NO. 00 PAGE 3 OF 3 |
| | + | <p>SPARES/MAINTENANCE</p> <p>The system supplied has to work continuously, trouble free. To attend any defects/breakdown in the electronic system / subsystems, necessary spares to be supplied along with the equipment. A list of recommended spares and quote needs to be furnished for fail safe operation of the equipment for a period of min 2 years. The list shall include consumables also.</p> <p>• Safety Features</p> <ul style="list-style-type: none"> ○ Failsafe interlocked vacuum to the chuck.. If power fails during a process, the vacuum remains applied. Cycle can not start without chuck vacuum and will abort if vacuum is lost while running. ○ Zero speed sensor: Keeps vacuum fully applied to the chuck until the motor stops. Can also be used to lock doors, lids, etc., during operation, or prevent the accessory substrate lifter from working during spinner operation. ○ Abort circuit permits manual operator or system automatic abort. <p>GUARANTEE:</p> <p>The guarantee period for the equipment will be 12 calendar months from the date of commissioning. Commissioning means the satisfactory continues and uninterrupted operation of the equipment, Any defective parts shall be replaced during this guarantee period on the free of cost basis.</p> <p>COMMERCIAL:</p> <p>Clause wise response to this specification is required to be attached along with the offer. Offer shall be submitted in two parts in separate sealed covers, one for the techno-commercial bid and other for price bid. Each cover shall be properly marked as "Technical Bid" & "Price Bid".</p> <p>CODES AND STANDARDS:</p> <p>The following codes and standards are applicable for the equipment to be supplied:</p> <ol style="list-style-type: none"> 1. IEEE 519 1981 guide for harmonic control and reactive compensation of static power controllers are equivalent BIS standard. 2. National Electrical Safety code ANSI C2-1990 (USA) or equivalent BIS code. 3. National Electrical NEPA-70-1990 (USA) or equivalent national BIS code. | | |

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General Terms & Conditions for Supply of “PHOTO RESIST SPINNER”

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. TWO PART BID: Quotation shall be submitted in two part bid i.e.

a) Techno-commercial i.e., Un-priced Bid: 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** preferably in the same format. Any other enclosures, 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.



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b) Price Bid:

1. 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 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 / 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 the 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,



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multiplication mistakes, summary mistakes observed in your priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation.

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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.
10. **TOTAL COST TO BHEL:** 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.



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(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. FIRM PRICE: 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.



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Payment through LC is also made subject to loading factors as per Clause 26 (Ai).

The payment terms are as follows:

- 75 % against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warrantee certificate, nil shortage certificate, Certificate of country of origin etc.
- 15 % on successful installation, commissioning and start-up trials.
- 10 % on submission of Performance Bank Guarantee (PBG)
- 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:

- 90% within 30 days from the date of receipt of equipments & balance 10% against submission of PBG (where commissioning is NOT involved).
- 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).
- 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.

ADVANCE PAYMENT: Quotations with payment terms of "Advance" or "Inland Letter of Credit" will not be considered and such offers are liable for rejection commercially.

PENALTY: 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%



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(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.

PBG: 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.

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

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.

पंजीकृत कार्यालय : ' भेल हाउस ', सिरी फोर्ट , नई दिल्ली – 110 049



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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 trans shipment 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 Ltd., 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 Ltd., 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.

DELIVERY REQUIREMENT: Equipment shall be delivered, as per the delivery schedule indicated in the RFQ.



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VALIDITY: Quotation should remain valid for a period of 90 days from the date of technical bid opening.

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.

REVERSE AUCTION: BHEL reserves the right to resort to reverse auction / online Bidding before opening of price bid.

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



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 ELECTRONICS DIVISION

P.B.No 2606, Mysore Road, Bangalore - 560 026

AN ISO 9001, ISO 14001 AND OHSAS 18001 COMPANY

shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government.

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 Telex : 0845-2436 BHCE IN
 0845-8151 BHCE IN
 Fax : 0091 80-26744904
 RABMN : 404100000014
 PHONE : 0091 26742968
 E-MAIL : peshwe@bheledn.co.in

g) Performance Bank Guarantee to be executed on Rs.100/- non-judicial stamp paper as per BHEL prescribed format as given as Annexure (c).

Any dispute arising out of this contract shall be referred to the sole arbitration of Head of Materials Management, SCPV, 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.

All suits in respect of the above lie in the court of Jurisdiction of Bangalore (India) only.

Equipment shall comply with the standard requirements of ISO 14001 & OHSAS 18001.

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

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)

| SL NO | BHEL standard term | If 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 % |

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| | | | |
|---|--|---------------------------------------|------------|
| 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)

| SLNO | BHEL standard term | If 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 pro forma invoice | 1.25 % x percentage quoted through pro forma invoice |
| 2 | 90% within 30 days from the date of receipt + 10% against PBG (wherever PBG is involved) | Payment through bank | 2 % x percentage quoted through bank |
| | | Payment against pro forma invoice | 1. 25 % x percentage quoted through pro forma 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 PBG (wherever commissioning & PBG is involved) | Payment through bank | 2 % x percentage quoted through bank |
| | | Payment against pro forma invoice | 1. 25 % x percentage quoted through pro forma invoice |
| | | 100% within 30 days and after commissioning & PBG | NIL |



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B. For non compliance of Penalty clause:

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

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

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

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

| SL NO | BHEL standard term | If you quote | Loading factor in % 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 |



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E. For non compliance of Warranty:

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



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ANNEXURE – A

TECHNICAL BID (TO BE ENCLOSED WITH TECHNO-COMMERCIAL BID)
(for Foreign Purchase Orders)

| SL NO | Particulars | Bidders 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 | Terms of Payment: Against "SIGHT DRAFT" on presentation of documents to our bankers. (a) 90 % is payable on negotiation of complete set of original documents & balance 10% against submission of PBG (where commissioning is NOT involved). (b) 75 % is payable on negotiation of complete set of original documents, 15% after satisfactory commissioning & balance 10% against submission of PBG (wherever commissioning & PBG is involved). (c) Deviation if any please specify | (a) Acceptable / Not acceptable (b) Acceptable / Not acceptable (c) |
| 3 | 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) |



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| | | |
|---|---|---|
| 4 | Performance Bank guarantee: PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as detailed in | Yes / No |
| 5 | Terms of delivery: (a) F.O.B international Airport/Seaport as per clause 17 Indicate name of International Airport/Seaport (b) Deviation if any Please specify | (a)Acceptable / Not acceptable (b) |
| 6 | Warranty: (a) 12 months from the date of dispatch (b) Deviation if any Please specify | (a)Acceptable/Not acceptable (b) |
| 7 | Delivery period: Indicate number of weeks from the date of issue of Purchase order | -----Weeks |
| 8 | 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) |

ANNEXURE - B

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

(For Indigenous Purchase Orders)

| SL NO | Particulars | Bidders 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 |



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| | | |
|---|---|---|
| 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) (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). (c) Deviation if any please specify | a) Acceptable / Not acceptable (b) Acceptable / Not acceptable (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 | 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)Acceptable / Not acceptable |

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| | | |
|----|---|--|
| | (a) 18 months from the date of dispatch or 12 months from the date of commissioning (b) Deviation if any Please specify | (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) |



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AN ISO 9001, ISO 14001 AND OHSAS 18001 COMPANY

PERFORMANCE BANK GUARANTEE
(FOR FOREIGN PURCHASE ORDERS)

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0845-8151 BHCE IN
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RABMN : 404100000014
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E-MAIL : peshwe@bheledn.co.in

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.

WHEREAS you have entered into a contract reference No PO NO. _____
With M/s _____ having its registered office
at _____ for the supply of
_____ as detailed in your purchase order No.
_____ which is hereinafter referred to as "the said contract" and
WHEREAS M/s _____ has
undertaken to produce a Bank Guarantee for 10% (Ten Percent) of the contract
price amounting to _____ (_____)
to secure its obligations to Electronics Division, BHEL
having its registered office at New Delhi for the performance of the contract including the
warranty of the equipment supplied, We _____ Bank
, _____ hereby expressly, irrevocably and
unreservedly undertake and guarantee as principal obligors on behalf of
M/s _____ that in the event Bharat Heavy Electricals
Ltd. (B.H.E.L.) declares to us in writing that M/s _____
has not fulfilled any obligation according to the contractual obligation of the said contract,
to pay you on demand and without demur to Bharat Heavy Electricals Ltd., Electronics
Division , Mysore Road, P.B.No. 2606, Bangalore-560 026, India an amount of
_____ (in _____ words
_____)

subject to as may be determined 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.

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2) We shall not be discharged or released from this undertaking and Guarantee by any arrangements, variations made between you and M/s. _____ with or without our consent and Knowledge or by any alterations in the obligations of M/s. _____ by any forbearance whether as to payment, time, performance or otherwise.

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



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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. _____ (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:

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

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- 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.



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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 its 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