

**Bharat Heavy Electricals Limited**

( A Government of India Undertaking)

Electronics Division

P B NO 2606, Mysore Road, Bangalore - 560026

Tel 080 26998366 Fax 080 26740137 email :suryaprakash@bheledn.co.in

Tender document for supply of Universal Device Programmer

**R F Q Number : TRSM900040**Tender Qty : 1 **Number**

Tender Due Date and Time : 28.01.2009 13.00 Hrs

Tender Opening Date and Time : 28.01.2009 13.30 Hrs

Place of opening of Tender : SA – MM Conference hall

**Scope:**Supply, Installation and Commissioning of **Universal Device Programmer****1. Two part Bid** - Tender shall be submitted in two parts :

- a. Part I – Techno commercial bid without prices.
- b. Part II – Price bid

Tender (quotation) shall be submitted in a sealed envelope super scribed with **RFQ NUMBER / and DUE DATE** on it and the same must reach our office on or before the due date by **13:00 hrs**. Quotation can also be dropped in the tender box placed in the Reception area with caption **“Sub Assembly”**. Late quotations are liable to be rejected.

Tender shall be addressed to **Sr.DGM / EM - Coml**, Electronics Division, Bharat Heavy Electricals Ltd., Mysore road, Bangalore 560026.

**2. Delivery Period:** Equipment shall be delivered, within 4 months from the date of placement of technically & commercially clear purchase order.**3. Warrantee period :** Equipment shall have a comprehensive warrantee of one year from date of Commissioning.**4. Terms and conditions:**

1. All the Bidders shall meet the **pre-qualification criteria** and Comply with **Technical Specification** mentioned in this specific tender.
2. Indian Bidders are required to comply with the **general terms and conditions** as per **SA – 01 ( Annexure –I)**
3. Foreign Bidders are required to comply with the **general terms and conditions** as per **SA – 02. ( Annexure –II)**

## ANNEXURE I

**REF: 406/YVM/FR2/ENGGPROG**

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### Pre Qualification Criteria for Engineering Programming system

**Dt. 22/12/2008**

01. The vendor shall be an Original Equipment Manufacturer (OEM). Only the OEM, or their authorized dealers in India along with a Valid Authorization Letter can submit offers.
02. The offer shall be only for Standard Catalog Items from the manufacturer and not custom-made one. All the specifications should be supported by Standard published Catalogs and Data Sheets of the manufacturer(OEM), to be enclosed with the Offer.
03. Offer shall be for a new equipment and not for any refurbished / used equipment. All the parts used in the machine shall also be new and not used / refurbished ones. A declaration to the above effect to be furnished.
04. Foreign OEM shall have Authorized Indian dealer(s) / representative(s) for After- sales service and support. The authorization letter for the dealer/ representative shall be provided.
05. The vendor should have already supplied and installed three machines of similar capacity in India and operating satisfactorily for at least one year. The details of the customers with contact details, machine model installed, date of installation etc. to be provided.
06. The vendor or their authorized service representatives shall have trained engineers in India for commissioning & service for the offered equipment and shall be in a position to provide prompt after sales service and spares support for our installations.
07. The vendor shall be in a position to undertake AMC or provide service support for the equipment supplied, after the expiry of the warranty/ guarantee period either directly or through a service representative.
08. If required by BHEL, the vendor shall arrange for a demonstration of the machine or a similar system operating in India.
09. The vendor shall furnish a comprehensive warranty for at least 12 months from the date of commissioning.
10. Softwares that are part of the OEM's programming System shall be fully under the scope of the OEM & shall not require services of any other third party for maintenance.

**NOTE:**

1. Pre qualification will be carried out based on the details furnished by the vendor / feedback from their customers / inspection of the company / product if required by BHEL and at its sole discretion.
2. The Pre qualification criteria are mandatory requirements and the technical bids will be evaluated only when the Pre Qualification criteria are met.

**(Vendor shall enclose the following compliance statement with the Techno-Commercial Bid)**

<b>Vendor Compliance Statement:</b> <b>BHEL Ref:</b> <u>Clause:</u> 01 02 03 04 05 06 07 08 09 10	<b>Date:</b> <b>SUP Ref:</b>
<div style="text-align: right;">Signature &amp; Seal</div>	



## ANNEXURE I

REF: 406/YVM/FR2/ENGGPROG

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**Checklist of Documents/Information Submitted(in sequence) with the Bid:**  
(Enclose with Techno Commercial Bid and Confirm for compliance for the following:)

BHEL Ref:

Date:

SUP Ref:

SL.No.	Check Point	Compliance
<b>Pre-Qualification related Documents with Techno Commercial Bid:</b>		
01.	Clause-wise Compliance Statement for Pre-Qualification Criteria enclosed.	
02.	Documents as requested in Pre-Qualification Criteria enclosed.	
03.	Bank Guarantee / EMD is enclosed with Techno Commercial Bid, if applicable.	
04.	Enclose a List of all the Documents enclosed with the Offer, - in sequence.	
<b>Other Documents to be submitted with the Techno Commercial Bid:</b>		
05.	Clause-wise compliance Statement against Technical Specification enclosed. (Specify additional information/ draw reference to info enclosed, if appropriate.)	
06.	Standard Catalogs & Data Sheets of the OEM supporting all specifications enclosed.	
07.	List of the Parts constituting the Spares Package(if applicable) is enclosed	
08.	AMC:(if applicable), Details of Scope of Maintenance & Schedules enclosed.	
09.	The Un-priced Bid(one to one copy of price bid, but with the prices blank) shall be enclosed with Techno Commercial Offer.	
10.	Any other applicable Documents/Information enclosed.	
<b>Price Bid:</b>		
11.	Ensure the Offer is properly structured and suitably Numbered for clarity.	
12.	The Offer shall be structured under different Heads for clarity as applicable. Ex. Main Equipment Package, Options, Spares, AMC etc. (Uniquely number each priced item. Indicate Part No. / Model No.).	
13.	In case of Multiple Offers(ex. Different Models offered), Offers shall be clearly designated like Offer-1, Offer-2 etc. and also uniquely numbered.	
14.	The Offer Validity shall preferably be indicated as Valid up to Date _____	

We confirm that our offer complies with above requirements / enclosures.

Vendor Signature / Date

Name / Designation, &amp; Company Seal



## **Technical / Purchase Specification PS4062002:**

### **1.0 Scope:**

The scope of the document is arriving at the specification of Single site Universal Device Programming system, a tool for reading, programming, verifying, all programmable devices of any device technology and packaging. The programmer shall address a variety of needs in device programming pertaining to engineering environments.

### **2.0 General Specification:**

The programming system shall cater to virtually all the programmable devices like PROM, EPROM, EEPROM, Flash EPROM, PLD, CPLD, PAL, FPGA, Anti-fuse FPGA and various microcontrollers from all the manufacturers. It shall be capable of supporting any silicon technology like bi-polar, ECL, CMOS, anti fuse etc.,

The device support shall extend up-to pin count of at least 240 for various SMD packages of LCC, PLCC, SOIC, TSOP, QFP, PQFP, TQFP, SSOP, PGA, BGA,  $\mu$ BGA and up to 48 pins for DIP ICs. The programmer shall be intelligent, shall have connectivity to a terminal and shall have in-built non-volatile memory as well as scratch pad memory.

### **3.0: Standard Compliance:**

The programming system will be capable of performing

- Device selection for specific ICs and for cross programming of PALs.
- Device checks including blank check, ID verify, sum check etc.,
- Power-on self test/diagnostics.
- Device write, Device read and Device verify
- System Memory read, Memory write, Memory edit
- Download/Upload of fuse files of any existing industry standard translation format from/to the Terminal or within the memory of programming system.

The programming system shall comprise of the following:

- a) Internal micro computer, independent of PC resources of terminal required to take care of conditions like power-off and time-out, communication loss with the terminal etc... which may arise during various device access operations.
- b) Internal non-volatile memory to store data files and sufficient internal RAM to support file handling for large size memory devices. The size of internal RAM has to be specified by the vendor.
- c) Connectivity to the terminal which is running on standard Windows Operating Systems. Windows based GUI application which runs on the terminal for executing various device operations as well as session operations.
- d) Unit shall be capable of booting/powering on without the need of having to insert disks like floppy/CD.

### **4.0 Device List:**

The device list of the programming system shall include any used, existing or to be introduced programmable devices in the industry.

### **5.0 Algorithm Update Mechanism:**

The vendor shall clearly indicate the algorithm update mechanism for the latest devices introduced in the industry as well as for the updates released by IC manufacturer for existing devices. In case, this calls for annual subscription of algorithm updates, the vendor shall clearly indicate the procedure and cost involved for subscription as well as for re-initiating subscription after breaking the subscription at some point of time.

### **6.0 System Upgradability:**

Vendor shall have a plan to upgrade the system with appropriate adapters/software as and when newer devices/pin-outs/packages are added in the programmable device market.

### **7.0 File types and Translation format:**

The programming system shall support all existing of fuse file types including and not restricting to the following formats.

- a) Intel Hex-32, MCS-86 formats
- b) Motorola EXORmacs, EXORciser and 32-bit S record
- c) Altera POF
- d) JEDEC, JEDEC Full
- e) Various ASCII-Hex and ASCII-Octal formats
- f) ASCII binary, Formatted binary, absolute binary, DEC binary

The vendor shall clearly list out the supported file types in the offer.

### **8.0 Warranty, Maintenance and Service:**

The programming system is required to be covered under warranty period of one year from the date of installation and commissioning for any manufacturing defects and software bugs. The vendor shall clearly indicate the warranty period in the offer. The vendor has to specify the maintenance/ service procedure of the equipment beyond the warranty period.

### **9.0 Mode of Delivery and Acceptance Criteria:**

The responsibility of the vendor includes supply, installation and demonstration of any sample device operations as selected by BHEL. The equipment would be accepted upon satisfactory demonstration of the device, file, and memory operations.

### **10.0 Compliance Statement & Pre-Qualification Criteria:**

Technical quote must include compliance statement with respect to each of the above Spec. Technical quote will be evaluated only if vendor complies with all clauses of the attached pre-qualification document 406/YVM/FR2/ENGGPROG (Annexure I)

**General Terms and conditions for supply of Capital items : (indigenous -Two part bid)****SA-01**

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.

**(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** (Annexure I (b)) preferably in the same format. Samples if asked and any other enclosures, which the supplier wish to submit like product catalogue etc., in a sealed envelope super scribed clearly as **“TECHNO-COMMERCIAL BID” with RFQ No. and DUE DATE.**

Un priced copy of price bid shall be enclosed with the techno-commercial bid. 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 / comments on all the clauses is essential.

Compliance to pre qualification criteria shall be part of 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 prices, discount if any, applicable taxes & duties, packing & forwarding charges (if applicable), Freight & insurances (if applicable) etc., in a sealed envelope super scribed clearly as **“PRICE BID” with RFQ No. and DUE DATE.** Erection and commissioning charges if any shall be included in the price bid.

Please indicate the rates in both figures and words. However in case of difference, the lowest of the two rates will be considered as correct.

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

2. Tender (quotation) shall be submitted in a sealed envelope super scribed with **RFQ NUMBER / and DUE DATE** on it and the same must reach our office on or before the due date by **13:00 hrs.** Quotation can also be dropped in the tender box **“Sub Assembly”**. Late quotations are liable to be rejected.

Tender shall be addressed to **Sr.DGM / EM - ComI**, Electronics Division, Bharat Heavy Electricals Ltd., Mysore road, Bangalore 560026.

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 evaluating of the lowest quote.



5. Please sign the offers. Unsigned bids/offers are liable for rejection.
6. All the bidders or their authorized representatives can witness opening of techno-commercial bid on the due date.
7. After evaluation of techno-commercial bids, price bids of only those who are technically 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 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 of 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: Lowest Bid (L1)** is determined on the basis of the total cost to BHEL. Total cost to BHEL = Total basic value + Packing & forwarding charges + Excise duty + Education cess + sales Tax/VAT + Octroi / Entry tax+ Freight + Insurance (as per BHEL Insurance premium) + Service Tax (as applicable) + Loading factors for deviations to commercial terms & conditions.

Purchase order will be placed on Lowest bidder (L1) only.

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 placed. If Erection & Commissioning is in supplier's scope, then the price shall remain FIRM till commissioning & handing over of the complete system. PVC clause is not acceptable.
12. **TERMS OF PAYMENT:** The terms of payments are as follows.
  - (a) 90% within 30 days from the date of acceptance of equipments & balance 10% against submission of PBG.
  - (b) In case where 90 % & 10% payment terms are opted instead of PBG, 90 % Payment will be released within 30 days of acceptance. Balance 10% payment will be paid against submission of supplementary invoice after 12 months of warranty period + 6 months claim period.
13. **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.
14. **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% (One half percent) of the value (basic material cost) 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 penalty calculation. In the absence of reports stated above, actual date of inspection will be considered as date of dispatch for penalty calculation.
15. **PBG:** Performance Bank Guarantee (PBG) to be submitted as per the BHEL prescribed format (Annexure I (c) ) for 10% of the basic equipment value obtained from any BHEL member banks. PBG shall be valid for 12 months + 6 months claim period (totally 18 months) from the date of dispatch.



16. **WARRANTY:** Goods dispatched shall have warranty period of 18 months from the date of dispatch or 12 months from date of commissioning, whichever is earlier.
17. **TERMS OF DELIVERY:**  
For Vendors in Bangalore jurisdiction : Equipment shall be delivered free at EDN / BHEL, Bangalore, inclusive of packing & forwarding charges.  
All other vendors : 1. Packing shall be Road / Air / Rail worthy, to take care of any transit damages.  
2. Dispatch the consignments through EDN/BHEL approved transporters ( Annexure I (a) )  
3. Small consignments can be dispatched through M/S First Flight Couriers Ltd or any other carrier approved by BHEL.
18. **DELIVERY PERIOD:** Equipment shall be delivered as per the requirement of specific R F Q / tender. Offers such as ex-stock subject to prior sale or delivery at the earliest will not be entertained.  
15 days time will be granted for giving order acknowledgement beyond which it will be treated as delay and considered as penalty zone if overall delivery does not take place in agreed delivery period.
19. **VALIDITY:** Quotation should remain valid for a period of **90 days** from the due date of tender.
20. **RISK PURCHASE:** The purchaser at his discretion may also make purchase of the materials **NOT** supplied in time at the **RISK & COST** of the supplier. In this event, it will be obligatory on the part of the supplier who fails to supply the goods in time to make good to BHEL any loss due to such risk purchase.
21. BHEL reserves the right to RE-FLOAT/REJECT/CANCEL this 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.
22. **REVERSE AUCTION** : BHEL reserves the right to go for reverse auction at any point of time before opening of price bid.
23. BHEL reserves the right to Accept / Reject the offer in full or part there off depending on BHEL's requirement.
24. **POST ORDER REQUISITS:**  
(a) Pre-shipment inspection at your works, if required, will be done by BHEL. Required assistance to be provided at the time of pre-shipment inspection.  
(b) Test certificates and warranty certificates as stipulated at the time of ordering shall be furnished.  
(c) Items shall be dispatched with road/air/sea worthy packing. Any rejection due to poor packing shall be to supplier's account.  
(d) Any rejection should be made good or replaced immediately without any extra cost to BHEL.  
(e) Wherever commissioning is involved, it shall be carried out on a turnkey/supervisory basis. Scope of work includes design, fabrication, supply, installation, commissioning and trial run till satisfactory performance level is reached as certified by the user department.  
(f) Copies of operation & instruction manuals to be supplied along with the equipment or before as per specification.  
(g) BHEL will not be responsible for any loss, damage or injuries to staffs sustained during erection/commissioning. Supplier shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government.





(h) Original invoice (2 copies) to be submitted at the office of DGM / EM -Coml for arranging payment.

(i) As BHEL is also making payment through EFT, banker details in the prescribed format to be submitted.

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

25. **PAST SUPPLIES / PERFORMANCE:** Detailed list of past supplies of quoted equipments for the last three years shall be enclosed along with the bid indicating customer, quantity supplied and year of supply. Performance certificate issued by customers may also be enclosed along with the bid.

26 Any dispute arising out of this shall be referred to the sole arbitration of Head of Materials Management, SA - 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.

27. All suits in respect of this lie in the court of Bangalore only.

**28. 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. For non compliance of BHEL standard Terms of payment:**

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	100% within 30 days from the date of acceptance (credit payment)	Payment through bank	2 %
		Payment against proforma invoice	1.25 %
2	90% within 30 days from the date of acceptance + 10% against PBG (wherever PBG is involved)	Payment through bank	2 %
		Payment against proforma invoice	1.25 %
		100% within 30 days from the date of acceptance & PBG	Nil

**B. For non compliance of Penalty clause:**

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

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

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

**D. Non conformance to delivery requirement of BHEL**

BHEL requires the delivery of items within 4 months from the date of commercially clear PO. Delivery quoted more than 4 months will be subjected to a loading factor of 0.5 % per week as under:

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	4 months form date of PO	5 months	2 %

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**Annexure – I(a)**

**BHEL / EDN, BANGALORE APPROVED TRANSPORTERS**

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)


**Annexure – I(b)**
**QUOTATION FORMAT PART – A TECHNICAL BID (INDIGENOUS)**

Sl. No.	Particulars	Bidder's confirmation
1	Price basis: Firm i.e., from the date of PO to completion of supply (Price Variation Clause not acceptable)	Acceptable / Not acceptable
2	Excise duty & Education cess: If applicable indicate %.	Applicable / Not applicable ED: _____ % Edu. Cess _____ %
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 acceptance of equipment & balance 10% against submission of PBG.  (b) Deviation if any please specify Note: As per clause 12	(a) Acceptable / Not acceptable  (b)
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 supplied/delayed. (b) Deviation if any Please specify Note: As per clause 14	(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 Note: As per clause 17	(a) Acceptable / Not acceptable  (b)
8	Warranty: (a) 18 months from the date of delivery or 12 months from date of acceptance /commissioning, which ever is earlier (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 tenderer / with stamp



**PERFORMANCE BANK GUARANTEE**  
**( FOR INDIGENOUS PURCHASE ORDERS)**

**ANNEXURE-I(c)**

- Note: 1) To be executed in Rs 100/- Non-Judicial stamp paper.  
2) To be submitted to purchase Dept. directly.  
3) Do not enclose with Bank document.

**PERFORMANCE GUARANTEE**  
**( PROFORMA OF BANK GUARANTEE )**

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:

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 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.

**Annexure - II****General terms and conditions for the supply of Capital items (Imported – Two part bid)****SA-02**

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.

**(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** (Annexure II (b)) preferably in the same format. Samples if asked and any other enclosures, which the supplier wish to submit like product catalogue etc., in a sealed envelope super scribed clearly as “**TECHNO-COMMERCIAL BID**” with **RFQ No. and DUE DATE**.

Un priced copy of price bid shall be enclosed with the techno-commercial bid. 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 shall be part of Techno-commercial bid.

Manufacturers 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 prices, discount if any, applicable taxes & duties, packing & forwarding charges (if applicable), Freight & insurances (if applicable) etc., in a sealed envelope super scribed clearly as “**PRICE BID**” with **RFQ No. and DUE DATE**. Erection and commissioning charges if any shall be included in the price bid. Please indicate the rates in both figures and words. However in case of difference, the lowest of the two rates will be considered as correct.

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

2. Tender (quotation) shall be submitted in a sealed envelope super scribed with **RFQ NUMBER / and DUE DATE** on it and the same must reach our office on or before the due date by **13:00 hrs**. Quotation can also be dropped in the tender box “**Sub Assembly**”. Late quotations are liable to be rejected.

Tender shall be addressed to Sr.DGM / EM - Coml, Electronics Division, Bharat Heavy Electricals Ltd., Mysore road, Bangalore 560026.

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 evaluating of the lowest quote.



5. Please sign the offers. Unsigned bids/offers are liable for rejection.
6. All the bidders or their authorized representatives can witness opening of techno-commercial bid on the due date.
7. After evaluation of techno-commercial bids, price bids of only those who are technically 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 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:** For imported scope of supply, **lowest Bid (L1)** is determined on the basis of the total cost to BHEL.  
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 + Loading factors for deviations to commercial terms & conditions.  
Purchase order will be placed on lowest bidder (L1) only.  
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.
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 placed. If Erection & Commissioning is in supplier's scope, then the price shall remain FIRM till commissioning & handing over of the complete system. PVC clause is not acceptable.
12. **TERMS OF PAYMENT:** 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 28 (a).  
The payment terms are as follows.  
(a) 90% within 30 days from the date of acceptance of equipments & balance 10% against submission of PBG.  
  
(b) In case where 90 % & 10% payment terms are opted instead of PBG, 90 % Payment will be released within 30 days of acceptance. Balance 10% payment will be paid against submission of supplementary invoice after 12 months of warranty period + 6 months claim period.
13. **ADVANCE PAYMENT:** Quotations with payment terms of "**Advance**" will not be considered and such offers are liable for rejection commercially.
14. **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% (One half percent) of the value (basic material cost) 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 penalty calculation.  
In the absence of reports stated above, actual date of inspection will be considered as date of dispatch for penalty calculation.





15. **PBG:** Performance Bank Guarantee (PBG) to be submitted as per the BHEL prescribed format (Annexure-II c) for 10% of the basic equipment value obtained from any BHEL member banks.  
PBG shall be valid for 12 months + 6 months claim period (totally 18 months) from the date of dispatch.
16. **WARRANTY:** Goods dispatched shall have warranty period of 18 months from the date of dispatch or 12 months from date of commissioning, whichever is earlier.
17. **TERMS OF DELIVERY:** Price offered shall be for goods packed and delivered **F.O.B.** (named international Airport/Seaport) including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, Letter of credit (L/C), negotiation of bank documents, Export declaration, Certificate of origin etc.  
Packing shall be Airworthy/Seaworthy, best suitable for transshipment and to take care of transit damages.

Indicate name of International Airport/Seaport

Note: Name of Airport to be selected from any one of the ports indicated in Annexure-IIa, which are acceptable BHEL ports.

BHEL will do customs clearance after payment of customs duty as applicable at the time of customs clearance.

18. **DELIVERY PERIOD:** Equipment shall be delivered, as per the requirement of the specific R F Q / tender. Offers such as ex-stock subject to prior sale or delivery at the earliest will not be entertained.  
In case of PO involving LC, 15 days will be granted for giving order acknowledgement beyond which it will be treated as delay and considered as penalty zone if overall delivery does not take place in agreed delivery period.  
Delivery will be reckoned from the date of acknowledgement from freight forwarder after receipt of goods / AWB
19. **VALIDITY:** Quotation should remain valid for a period of **90 days** from the due date.
20. **RISK PURCHASE:** The purchaser at his discretion may also make purchase of the materials **NOT** supplied in time at the **RISK & COST** of the supplier. In this event, it will be obligatory on the part of the supplier who fails to supply the goods in time to make good to BHEL any loss due to such risk purchase.
21. BHEL reserves the right to RE-FLOAT/REJECT/CANCEL this 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.
22. **REVERSE AUCTION** : BHEL reserves the right to go for reverse auction at any point of time before opening of price bid.
23. BHEL reserves the right to Accept / Reject the offer in full or part there off depending on BHEL's requirement.
24. **POST ORDER REQUISITS:**  
(a) Pre-shipment inspection at your works, if required, will be done by BHEL. Required assistance to be provided at the time of pre-shipment inspection.  
(b) Test certificates and warranty certificates as stipulated at the time of ordering shall be furnished.  
(c) Items shall be dispatched with road/air/sea worthy packing. Any rejection due to poor packing shall be to supplier's account.



- (d) Any rejection should be made good or replaced immediately without any extra cost to BHEL.
- (e) Wherever commissioning is involved, it shall be carried out on a turnkey/supervisory basis. Scope of work includes design, fabrication, supply, installation, commissioning and trial run till satisfactory performance level is reached as certified by the user department.
- (f) Copies of operation & instruction manuals to be supplied along with the equipment or before as per specification.
- (g) BHEL will not be responsible for any loss, damage or injuries to staffs sustained during erection/commissioning. Supplier shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government.
- (h) Original invoice (2 copies) to be submitted at the office of DGM / EM -Coml for arranging payment.
- (i) As BHEL is also making payment through EFT, banker details in the prescribed format to be submitted.
- (j) Performance Bank Guarantee to be executed on Rs.100/- non-judicial stamp paper as per BHEL prescribed format ( copy attached).
25. **PAST SUPPLIES / PERFORMANCE:** Detailed list of past supplies of quoted equipments for the last three years shall be enclosed along with the bid indicating customer, quantity supplied and year of supply. Performance certificate issued by customers may also be enclosed along with the bid.
26. Any dispute arising out of this shall be referred to the sole arbitration of Head of Materials Management, SA - 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.
27. All suits in respect of this lie in the court of Bangalore only.

**28. 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. For non compliance of BHEL standard Terms of payment:**

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 and issue of PBG.	(a) 100% Through Letter of Credit (LC) & issue of PBG	(a) 3.5 %
2	90% against "SIGHT DRAFT" + Balance 10% (wherever PBG is not accepted) in lieu of PBG	(b) 90% Through Letter of Credit (LC)	(b) 2.25 %

**B. For non compliance of Penalty clause:**

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

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

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

**D. For Non conformance to delivery requirement of BHEL**

BHEL requires the delivery of items within 4 months from the date of commercially clear PO. Delivery quoted more than 4 months will be subjected to a loading factor of 0.5 % per week as under:

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	4 months form date of PO	5 months	2 %

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**ANNEXURE-II(a)**
**LIST OF INTERNATIONAL AIRPORTS**

<b>Sl. No</b>	<b>Country</b>	<b>Air Ports</b>
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, Manihem, Nurnberg, Hamburg, Stuttgart, 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	Bartislawa
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



Annexure II(b)

**QUOTATION FORMAT PART – A TECHNICAL BID (IMPORTED)**

Sl. 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	Terms of Payment: Against <b>"SIGHT DRAFT"</b> on presentation of documents to our bankers. (a) 90 % is payable on negotiation of complete set of original documents on receipt and acceptance of equipment & balance 10% against submission of PBG  (b) Deviation if any please specify Note: as per clause 12	(a) Acceptable / Not acceptable  (b)
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 supplied/delayed.  (b) Deviation if any Please specify Note: as per clause 14	(a) Acceptable / Not acceptable  (b)
4	Performance Bank guarantee: PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as detailed in clause 15.	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) 18 months from date of delivery or 12 months from date of acceptance / commissioning, which ever is earlier.  (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)

Signature of tenderer / with stamp



**PERFORMANCE BANK GUARANTEE**  
**(FOR FOREIGN PURCHASE ORDERS)**

ANNEXURE-II ( c )

BANK NAME AND ADDRESS

Electronics Division  
Bharat Heavy Electricals Limited ,( B.H.E.L.)  
Mysore Road, P.B.No. 2606  
BANGALORE- 560 026  
INDIA

Dear Sirs,

**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.
- 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.



## Annexure - II (d)

BHEL MEMBER BANKSPBG SHALL BE ISSUED FROM THE FOLLOWING BANKS OR THEIR BRANCH OFFICES ONLY

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