



Bharat Heavy Electricals Limited

(A Government of India undertaking)

Electronics Division

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

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TRSM900065

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Tender document for supply, installation and commissioning of : **Dry storage system**

R F Q Number : TRSM900065

Tender Qty : 3 Numbers

Tender Due Date and Time : 30.09.2011 13.00 Hrs

Tender Opening Date and Time : 30.09.2011 13.30 Hrs

Place of opening of Tender : SA – MM Conference hall

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. Tender to be dropped in the tender box placed in the Reception area at our works with caption “**Sub Assembly - TRS**”. Tender (quotation) may also be sent 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**.

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

2. Delivery Required: Within 8 weeks from date of Purchase Order

3. Terms and conditions:

1. All the Bidders shall comply with **Technical Specification / Purchase Specification No 202/TNP/FR-METSO/DSS01/Rev01** mentioned in this tender / RFQ. Offers not complying with these are liable to be rejected.
2. Bidders are required to comply with the **General Terms and Conditions** as per (**Annexure –I**)

Purchase Specification No 202/TNP/FR-METSO/DSS 01/Rev 01

| | <u>Pre Qualification criteria</u> | Compliance (Pl. write Yes/No) |
|----------|--|--|
| 1 | The vendor shall be an Original Equipment Manufacturer (OEM) a. Based in India b. Foreign OEM with Authorized Indian dealer(s) / representative(s) for sales & service. The authorization letter for the dealer/ representative shall be provided. c. Offer can be submitted by the OEM or their authorized dealers in India along with an authorization letter. However Purchase Order will be placed on the lowest technically acceptable bidder on the OEM only. d. If the offer is from an authorized representative in India, the Indian representative cannot quote for this equipment from more than one OEM. | |
| 2 | The offer shall be only for new equipment and not for any refurbished / used equipment. A declaration to the above effect to be furnished. | |
| 3 | All the parts used in the machine shall also be new and not used / refurbished ones. A declaration to the above effect to be furnished. | |
| 4 | The vendor should have already supplied and installed 5 nos. of similar machines during the last three years in India and operating satisfactorily for at least one year. The details of the customers with contact details, machines installed, date of installations etc. to be provided. The vendor shall be in a position to provide service and spares support for the installations in India. | |
| 5 | The vendor or their authorized service representatives should have trained engineers in India for commissioning & service for the offered equipment. A declaration to the above effect to be furnished. The vendor shall be in a position to undertake AMC for the equipment with BHEL after the expiry of the warranty/ guarantee period either directly or through a service representative. | |
| 6 | The vendor shall arrange for a demonstration of the machine or a similar system operating in India, as required by BHEL. | |
| 7 | The vendor shall furnish a comprehensive warranty for at least 12 months from the date of commissioning or 18 months from the date of delivery, whichever is early. | |
| 8 | The vendor shall guarantee the performance of the equipment for at least 12 months from the date of commissioning. | |

NOTE:

1.Pre qualification evaluation will be carried out based on the details furnished by the vendor / feedback from their customers / inspection of the company / product if required by BHEL and at its sole discretion.

2. Pre qualification criteria are mandatory requirements and the technical bids will be evaluated only when the Pre Qualification criteria are met.

A.) Scope:

Supply, Installation & Commissioning of the Dry storage system for storage of PCB'S & Electronic components as per the following specifications.

B.) Technical Specifications:

The offer shall be corresponding to the parameters under the specifications below or better. Point wise compliance to the following specification is required.

| | | |
|-----------------------------|--|---|
| Construction | a) External dimensions (Width X Height X Depth) | 120 X 180 X 60 cm Approx. |
| | b) Body | 1) Material MS with Conductive Glass fixed in Front doors. 2) Urethane casters for the cabinet with lock facility. |
| | c) Colour | Powder Coated with Grey Color |
| | d) Shelves | Minimum five or more height adjustable stain less steel shelves (Each with load capacity 75 kg or better) |
| | e) Doors | 6 Nos. With Magnetic Latches and a locking facility. |
| Capacity | a) Effective capacity | 1160 litres or better |
| | b) Humidity range | Settable to any value from 2% to 50% |
| | c) Method of Operation | The Unit should work with electricity only and no other material / Utility shall be required. |
| | d) Power | |
| | I. Power input | 230V +/-10%, 50Hz Single phase |
| | II. Mean power consumption | About 120 W /hr |
| | e) Time to reach at least 10% RH after Open and Close | 30 minutes Max. |
| Controls | Panel | Front Panel of LCD/LED with Setting for Humidity and Display for Temperature and Humidity |
| Safety and Standards | ESD safety | Conductive specifications(glass windows, body coating, stain less steel shelves)and 1 M OHM ground wire |
| | Standards | Should comply with applicable IPC standards. |
| | Spares | The Operation and maintenance spares for 2 years of operation should be supplied along with the machine. List of spares and Un-priced Price bid shall be part of technical bid. |

C.) Details to be furnished along with the technical offer

1. Machine parameters with brief explanation of features.
2. If more than one model is quoted, separate offer with complete technical details shall be submitted.
3. Additional Accessories, which will enhance the performance of the system shall be quoted separately with price break up.
4. Clause wise deviations, if any, has to be brought out clearly. If there are no deviations, the vendor has to positively certify clause wise compliance to the specifications.
5. The complete technical information and catalogue shall be given.
6. With regard to the handling and operations of the equipment being supplied to BHEL, vendor should provide details of the identified hazards and assessed risks (hira), and the precautions, control measures to be adopted.
7. Vendor shall spell out any aspects which can pollute the environment, and assessment of their impact on environment.
8. Vendor shall provide details of disposal mechanism of the equipment at end of lifecycle.

Note:

1. **Operation , Maintenance , Service & spare parts manual have to be supplied in hard copy and soft copy along with the equipment. Detailed Hydraulic, Pneumatic , Electrical and Electronic circuit diagram have to be provided as part of the manuals. The lubrication points are to be identified on the machine with respect to O & M manual. The schedules for lubrications are to be provided in the manual.**
2. **Details of authorized service agents in India to be furnished.**
3. **All commissioning / service requirements such as power, compressed air, water, lubricants, coolants, any civil requirements like special foundation arrangements etc. have to be listed.**
4. **The equipment shall be installed & commissioned at BHEL / EDN by the vendor.**
5. **Training shall be provided for operation & maintenance for BHEL personnel. The training details to be furnished.**
6. **Service Engineers are to be deputed during initial pilot run and commissioning period at no extra cost to BHEL.**
7. **Vendor shall furnish scope of AMC and give a indicative cost of AMC in terms of % of PO value.**
8. **Initial Calibration certificates if any shall be furnished. The subsequent calibration schedules, process, and periodicity shall be furnished along with the authorized calibration agencies, if any.**
9. **Test certificates of the equipment shall be furnished to BHEL along with the equipment.**

Annexure -1**General Terms & Conditions for Supply, installation and commissioning of
Capital Items (Two part bid)**

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

Enquiry / Request For Quotation (RFQ):

- (a) Any Purchase Order resulting from this enquiry shall be governed by **these general terms and conditions listed below and special terms and conditions, if any, along with this enquiry** of Bharat Heavy Electricals Limited, Electronics Division, Bangalore-560026 (BHEL – EDN).
- (b) Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the quotation. Otherwise, it will be treated as that all terms and conditions of this enquiry are acceptable.
- (c) If counter terms and conditions are offered by supplier, BHEL EDN shall not be governed by such terms and conditions, unless it is agreed and incorporated in the Purchase Order of BHEL EDN.
- (d) Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order of BHEL EDN.
- (e) **BHEL EDN reserves the right to adopt Reverse Auction (RA)** for the enquiry sent at any point of time after technical evaluation, at its discretion. Bids with non acceptance of reverse auction will be liable for rejection. BHEL may also open the price bids at its discretion. General conditions for RA is mentioned in cl 35.
- (f) BHEL EDN shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

1. Quotation : Quotation shall be submitted in two parts:**(a) Techno-commercial i.e., Un-priced Bid:**

Techno-commercial bid in one sealed envelope shall be submitted with complete description of the equipment, specification compliances to the enquired specification. QUOTATION FORMAT indicating commercial terms & conditions shall be filled and submitted (ANNEXURE - A / ANNEXURE - B). Any other enclosure, which the supplier wishes to submit like product catalogue, technical literature etc., may also be submitted in this sealed envelope super scribed clearly as **“TECHNO-COMMERCIAL BID” with RFQ No. and DUE DATE.** **Un-priced** copy of price bid (without price) must be enclosed with this techno-commercial bid. Vendor shall **not** mention price in the technical bid.

Confirmation to BHEL specifications shall be indicated by the vendor in the respective columns provided in the purchase specification wherever applicable. Deviations to the specification 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 also be enclosed with the Techno-commercial bid.

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

(b) Price Bid:

i. Foreign Purchase (FE Quote):

Price bid should contain basic unit price, total price, currency, including packing and any other charges on **FOB** basis in a separate sealed envelope super scribed clearly as “**PRICE BID**” with **RFQ No. and DUE DATE**. Installation, commissioning, start-up and training charges (if any) shall also be indicated in the price bid. Prices shall be firm.

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

ii. Indigenous Purchase (INR Quote):

Price bid should contain basic unit price, total price, on **FOR Destination** basis (delivery at BHEL – EDN indicating Duties, Taxes, packing, forwarding freight and insurance) in a separate sealed envelope super scribed clearly as “**PRICE BID**” with **RFQ No. and DUE DATE**. Installation, commissioning, start-up and training charges (if any) shall also be indicated in the price bid. Prices shall be firm.

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

- 2. Bid Submission** The above sealed envelopes [(a) Techno-commercial i.e., un-priced Bid and (b) Price Bids] shall be placed in a **separate sealed envelope** and super scribe clearly with **RFQ No. and DUE DATE**. The above sealed envelope (Tender) shall be dropped before the due date and time in the tender box marked “**Sub Assembly - TRS**” kept at BHEL-EDN’s Reception area of our works. This being capital equipment and two part bid, bids through FAX and email are not acceptable. BHEL EDN is not responsible for any delay in receipt of quotation sent by supplier through post / courier. Bidders to ensure / ascertain timely submission of offers well in advance.

Separate quotation should be submitted against each enquiry / RFQ.

Late Tenders i.e., Tenders received after due date and time will not be considered and stands rejected.

- 3.** The rate quoted against each item shall be in units stated in the enquiry. Where quotation is in terms of unit other than that in enquiry, relationship between the two units must be furnished in the quotation.

4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections / overwriting, if any should be signed by authorized person with the company seal. Any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation.
5. Quotations are to be duly signed. Unsigned bids / offers are liable for rejection.
6. Tenders / Techno commercial bids will be opened at **13:30 hrs.on the due date**, all the bidders or their authorized representatives (with authorization letter from their principals) may witness opening of techno-commercial bid on the due date.
7. After evaluation of techno-commercial bids, price bids of only those which are technically & commercially accepted, will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of price bid opening.

However BHEL EDN reserves the right to adopt **Reverse Auction** at any point of time.

8. The quantity in each item to be purchased may vary from quantity enquired according to the actual requirement at the time of placing the purchase order. Quantity discount, if any, should be mentioned in the quotation.
9. Withdrawal from the quotation after submission till order is placed will entail cancellation of the enquiry. Such supplier is liable for de-listing for future enquiries at the sole discretion of BHEL EDN.
10. Purchase Order will be placed on the lowest bidder (L1) only among the technically & commercially accepted quotations. Lowest quotation is determined on the basis of Total Cost to BHEL EDN including basic value, taxes and duties, freight, insurance, loading factors for deviations to terms and conditions.
11. 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 of those, which are imposed by Govt. notification with documentary proof 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.

12. D & B Report by foreign Vendors:

In case of foreign vendors, the vendors should obtain a report from **Dun & Bradstreet** or equivalent and submit a copy of the report with their Duns number mentioned along with the techno commercial bid. Offer without this report is liable for rejection.

13. Indian Agents of Foreign Suppliers

BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.

- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.

iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.

iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.

v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.

vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

vii. The “Guidelines for Indian Agents of Foreign Suppliers” enclosed at annexure –‘H’ shall apply in all such cases.

viii. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on ‘total cost to BHEL’. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.

14. PURCHASE ORDER : Placement of Purchase order will be considered on the lowest bidder (L1) only among the technically & commercially accepted quotations. Lowest quotation (L1) is determined on the basis of the **total cost to BHEL**. However BHEL does not bind itself to accept the lowest rate quoted, but reserves the right to accept whole or part of any quotation at it's sole discretion. No import license will be given by BHEL unless other wise stated specifically.

(a) FOR FOREIGN PURCHASE

Total cost to BHEL = Total basic value (including installation, commissioning, training, spares, etc) 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 (including installation, commissioning, training, spares, etc)+ 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.

15. FIRM PRICE: Rates quoted should be firm till the execution of the order including installation and commissioning.

16 . TERMS OF PAYMENT:

(a) FOR FOREIGN PURCHASE:

Payment will be made against “**SIGHT DRAFT**” on presentation of dispatch documents to our bankers .

The payment terms are as follows:

- (i) 80% against complete dispatch documents i.e. Air Way Bill / Bill of lading, Invoice, Packing list, Warranty certificate, Certificate of country of origin etc.
10% after commissioning and balance 10 % on submission of Performance Bank Guarantee (PBG) on submission of supplementary invoices with relevant documents.
- (ii) If PBG is not agreeable vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice. In such cases loading for PBG is not applicable.
Payment through LC can be considered subject to loading factors as per Clause 29 with bank charges to respective accounts. Payment through LC will be 80 % after dispatch, 10% after commissioning, 10 % after submission of PBG with relevant documents .
- (iii) Offers for release of 100% payment (single payment) against dispatch documents are liable for rejection.

(b) FOR INDIGENOUS PURCHASE:

- (i) 80% basic payment + 100% taxes & duties with 30 days credit from date of acceptance, 10% after commissioning and balance 10% against submission of PBG.
- (ii) Payment through bank will attract loading factors as per clause 29. Bank charges are to respective accounts
- (iii) If PBG is not agreeable, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice. In such cases loading for PBG is not applicable.
- (iv) Vendors sales tax/ECC/VAT registration number shall be mentioned in quotation. .
- (v) Offers for release 100% payment (single payment) against dispatch are liable for rejection.

17. ADVANCE PAYMENT: Quotations with “Advance payment” or “Inland letter of credit” is liable for rejection.

- 18. PENALTY:** Failure to deliver within the delivery time as per purchase order will attract unconditional penalty of 0.5 % (half percent) per week or part thereof at the basic price of the goods for the undelivered quantity, subject to a maximum of 10%.

FOR FOREIGN PURCHASE

Date of Air Way Bill / Bill of Lading / Date of receipt of item by Freight Forwarder whichever is earlier shall be considered as delivery date for the purpose of penalty calculation. BHEL is not responsible for delayed Order Acknowledgement for LC opening or LC corrections/ amendments to LC asked after opening of LC.

FOR INDIGENOUS PURCHASE:

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. Or date of receipt of equipment shall be considered as delivery date for the purpose of penalty calculation.

- 19. PERFORMANCE BANK GUARANTEE:** Performance Bank Guarantee (PBG) to be submitted on Rs.100/- non-judicial stamp paper as per the BHEL prescribed format given in **ANNEXURE - E / ANNEXURE - F** for 10% of the basic equipment value obtained from any BHEL member (consortium) banks indicated in **ANNEXURE-G**.

PBG shall be submitted after commissioning and shall be valid for entire warranty period plus 6 months claim period.

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

- 20. WARRANTY :** Equipment shall have warranty period of 18 months from date of dispatch or 12 months from the date of commissioning, whichever is earlier. Offers not complying to this is liable for rejection.
- 21. GUARANTEE:** The vendor shall guarantee the performance of the equipment for at least 12 months from date of commissioning. Offers not complying to this is liable for rejection.

22. TERMS OF DELIVERY:

(a) FOR IMPORTED PURCHASE:

Price offered shall be for goods packed and delivered **F.O.B.** (named international Sea port / 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 Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages. If containerized, no. of containers & size of container shall be mentioned.

Packing weight (gross & nett) Packing dimensions shall be given prior to shipment to ascertain whether the consignment can be carried on standard cargo in contract or as ODC.

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

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

For Sea Freight Port of discharge shall be Chennai Sea Port. & Place of destination to be ICD, Bangalore.

For Air Freight Port of destination shall be Bangalore International Airport.

Note: Name of International Sea port / Airport has to be selected from any one of the Sea Ports/ Airports indicated in the table provided in **ANNEXURE – C**.

(b) FOR INDIGENOUS PURCHASE:

Equipment shall be delivered on door delivery basis to BHEL EDN, Bangalore inclusive of packing, forwarding, freight and insurance charges.

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

Vendors may dispatch the consignments through BHEL / EDN approved transporters indicated in **ANNEXURE - D** on Door Delivery basis.

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

In case of ex-works dispatches, transit insurance shall be arranged by BHEL. Vendor shall intimate the dispatch details to BHEL immediately after effecting shipment, to arrange transit insurance accordingly.

Vendors are required to comply with **e-Sugam** procedure wherever applicable and shall provide all necessary documents to BHEL well in advance.

23. DELIVERY SCHEDULE / REQUIREMENT : In the quotation, earliest firm delivery (number of weeks) by which material will be delivered from the date of purchase order must be indicated. Quotations with delivery term such as 'ex-stock', 'subject to prior sale', or 'delivery at the earliest' are liable for rejection. Date of BHEL PO is the reference for all purposes.

BHEL delivery requirement is indicated in page 1. For non compliance of delivery requirement loading factors will be applicable as per cl 29.

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

25. POST-ORDER REQUISITES:

- a) Vendor shall send order acknowledgement indicating delivery date within one week of receipt of PO.
- b) Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL. Required assistance will have to be provided by the vendor at the time of pre-shipment inspection.
- c) Test certificates, Calibration certificates and warranty certificates as stipulated at the time of ordering shall be furnished.
- d) Items shall be dispatched by Air/Road/Rail/Sea worthy packing. Any damage and later rejection, due to poor / improper packing shall be to supplier's account. Liability is restricted to the value of order.
- e) Any damage / rejection /shortage should be made good or replaced immediately without any extra cost to BHEL.
- f) Wherever commissioning is involved, it shall be carried out by the vendor's qualified engineers. Scope of work includes installation, commissioning and start-up trials till satisfactory performance level is reached as certified by BHEL. For installation and commissioning of equipments, personnel registered with ESI and PF authorities to be arranged by vendor
- g) BHEL will not be responsible for any loss, damage or injuries to vendor's personnel sustained during installation / commissioning / start-up trials. Vendor shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government. Vendor shall indemnify BHEL for all damages/ losses to various personnel during their presence in BHEL's premises for whatever purpose.
- h) Suitable markings on the packing & damage control indicating devices shall be provided wherever applicable

26. Any dispute arising out of this, shall be referred to the sole arbitration of Head of Dept. Materials Management of group concerned, BHEL EDN or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.

27. Any legal suit in respect of this enquiry lies in the court of Jurisdiction of Bangalore (India) only.

28. **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.

29. 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 | 80% against "SIGHT DRAFT" +10% after commissioning + 10% against PBG | Payment through Letter of Credit (LC). | 10 % x percentage quoted through LC |

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

| Sl. No. | BHEL standard term | If you quote | Loading factor in % for non-compliance |
|---------|--|--|--|
| 1 | 80% basic payment + 100% taxes & duties with 30 days credit +10% after commissioning+ 10% against submission of PBG | Payment through bank Payment against proforma invoice | 10 % x percentage quoted through bank / proforma invoice |
| | | 100% with 30 days credit after commissioning & submission of 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 or part thereof subject to max. of 10% on the basic value of the items not supplied /delayed | Not agreed. 5% max., agreed. Other than the above. | 10 % 5% 10% - (minus) 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. 5% agreed. Other than the above. | 10 % 5 % 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 for non-compliance |
|---------|--|---|---|
| 1 | Delivery requirement as indicated in the RFQ in number of weeks from the date of issue of PO | Not agreed for the stipulated delivery in the RFQ | 0.5 % per week up to max., of 4 % for the difference in delivery period |

Note: Offers with delivery quoted beyond 16 Weeks from the date of P O is liable for Rejection.

E. i. For Non agreement to delivery (For Foreign Purchase Order)

| Sl. No. | BHEL standard term | If you quote | Loading factor for non-compliance |
|---------|---|--|-----------------------------------|
| 1 | FOB nearest international Seaport / nearest international Airport. | Not agreed for the standard term of delivery | 10 % |

E ii. For Non agreement to delivery (For Indigenous Purchase Order)

| Sl. No. | BHEL standard term | If you quote | Loading factor for non-compliance |
|---------|---|--|-----------------------------------|
| 1 | Door delivery basis to BHEL Bangalore (Free delivery to EDN/BHEL Bangalore including freight, insurance packing & forwarding charges) | Not agreed for the standard term of delivery | 10 % |

30 Installation & Commissioning: For installation and commissioning of equipments, personnel registered with ESI and PF authorities shall be arranged by vendor.

31 Limitation of Liability: Limitation of liability by the vendor is limited to the value of the order.

32. Weight and Dimension: Weight and Dimension of the consignment with packing (gross weight) for delivery shall be mentioned in the offer.

33. 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.

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

35. GENERAL TERMS AND CONDITIONS GOVERNING REVERSE AUCTION (RA):

a) Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET. • For the proposed RA, technically and commercially acceptable bidders only shall be eligible to participate.

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

QUOTATION FORMAT

ANNEXURE - A

COMMERCIAL TERMS (SHALL BE ENCLOSED WITH TECHNO-COMMERCIAL BID)

(for Foreign Purchase Orders)

| Sl. No. | Particulars | Bidder's confirmation |
|---------|--|--|
| 1 | Price basis: Firm i.e., from the date of PO to completion of contract Note: Refer cl 1 b (i) (Price variation not acceptable) | Acceptable / Not acceptable |
| 2 | Terms of Payment: Against "SIGHT DRAFT" on presentation of documents to our bankers. (a) 80 % is payable on negotiation of complete set of original documents,10% on commissioning & balance 10% against submission of PBG (b) Deviation if any please specify Note: Refer clause 16 | (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 and part thereof subject to maximum of 10% on the value of the items not supplier/delayed. (b) Deviation if any Please specify Note: Refer clause 18 | (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 19. | Yes / No |
| 5 | Warranty / Guarantee: (a) BHEL Requirement (b) Deviation if any Please specify Note: Refer clause 20 & 21 | (a)Acceptable / Not acceptable (b) |
| 6 | Terms of delivery: (a) F.O.B international Seaport/ international Airport. Indicate name of International Airport / Seaport (b) Deviation if any Please specify Note : Ref clause 22 | (a)Acceptable / Not acceptable (b) |
| 7 | Delivery Quoted: Indicate number of weeks from the date of issue of Purchase order Note : Refer Cl 23 | _____Weeks |
| 8 | Validity: (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify Note : Refer Cl 24 | (a) Acceptable / Not acceptable (b) |
| 9 | Bank charges (If applicable): (a) Bank charges within India is to BHEL account and outside India is to Supplier's account (b) Deviation if any Please specify | (a) Acceptable / Not acceptable (b) |
| 10 | Weight and Dimension of consignment with packing | To be enclosed |

Signature of tenderer / with seal

QUOTATION FORMAT
ANNEXURE - B
COMMERCIAL TERMS (SHALL BE ENCLOSED WITH TECHNO-COMMERCIAL BID)
(For Indigenous Purchase Orders)

| Sl. No. | Particulars | Bidder's confirmation |
|---------|--|--|
| 1 | Price basis: Firm i.e., from the date of PO to completion of contract Note: Refer cl 1 b (ii) (Price variation not acceptable) | Acceptable / Not acceptable |
| 2 | Excise duty: If applicable indicate %. | Applicable / Not applicable ED: _____% |
| 3 | Sale tax: If applicable indicate % | Applicable / Not applicable (a) VAT _____% (b) CST _____% against form C |
| 4 | Payment terms: (a) 80 % basic payment + 100% taxes, duties, freight & insurance charges with 30 days credit, 10% on commissioning & balance 10% against submission of PBG. (b) Deviation if any please specify Note: Refer clause 16 | (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 and part thereof subject to maximum of 10% on the value of the items not supplied/delayed. (b) Deviation if any Please specify Note: Refer clause 18 | (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.. Note: Refer clause 19 | Yes / No |
| 7 | Warranty / Guarantee: (a) BHEL Requirement (b) Deviation if any Please specify Note: Refer clause 20 & 21. | (a) Acceptable / Not acceptable (b) |
| 8 | Terms of delivery: (a) FOR EDN / BHEL, Bangalore (Free delivery to EDN/BHEL Bangalore) (b) Deviation if any Please specify Note: Refer clause 22 | (a) Acceptable / Not acceptable (b) |
| 9 | Delivery Quoted : Indicate number of weeks from the date of issue of Purchase order Note : Refer Cl 23 | _____Weeks |
| 10 | Validity: (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify Note : Refer Cl 24 | (a) Acceptable / Not acceptable (b) |
| 11 | Bank charges (If applicable): (a) Bank charges within India is to BHEL account and outside India is to Supplier's account (b) Deviation if any Please specify | (a) Acceptable / Not acceptable (b) |
| 12 | Weight and Dimension of consignment with packing | To be enclosed. |

Signature of tenderer / with stamp

ANNEXURE - C

| INTERNATIONAL SEAPORTS | | | |
|--|---------------------|---|--------------------------------|
| SECTOR | LOAD PORT | SECTOR | LOAD PORT |
| EUROPE / SCOTLAND / AFRICA SECTOR | <i>Felixstowe</i> | JAPAN / FAR EAST / CHINA / S.KOREA SECTORS | <i>Kobe</i> |
| | <i>Le Harve</i> | | <i>Yokohama</i> |
| | <i>Rotterdam</i> | | <i>Nagoya</i> |
| | <i>Antwerp</i> | | <i>Tokyo</i> |
| | <i>Hamburg</i> | | <i>Osaka</i> |
| | <i>Genoa</i> | | <i>PortKlang</i> |
| | <i>Gothenburg</i> | | <i>Singapore</i> |
| | <i>Bilbao</i> | | <i>Hongkong</i> |
| | <i>Bremen</i> | | <i>Busan</i> |
| | <i>Algeciras</i> | | <i>Masan</i> |
| | <i>Barcelona</i> | | <i>Shanghai</i> |
| | <i>Cadiz</i> | | <i>Yawata</i> |
| | <i>La Spezia</i> | | <i>Quingdao</i> |
| | <i>Venice</i> | | <i>Yantai</i> |
| | <i>St.Petersbug</i> | | <i>Dalian</i> |
| | <i>Thamesport</i> | | <i>Tianjin</i> |
| | <i>Durban</i> | | |
| | <i>Dundee</i> | | |
| BLACK SEA & MED PORTS / RUSSIA / CZECH / POLAND / FINLAND / UKRAINE | <i>Odessa</i> | MIDDLE EAST SECTORS | <i>Dubai / Rashid Port</i> |
| | <i>Illy Cheivsk</i> | | <i>Jebel Ali</i> |
| | <i>Helsinki</i> | | <i>Oman</i> |
| | <i>Gdinya</i> | | |

LIST OF INTERNATIONAL AIRPORTS

| Sl. No | Country | Air Ports |
|--------|----------------|--|
| 1 | Austria | Vienna, Linz, Graz |
| 2 | Australia | Sydney, Melbourne, Perth |
| 3 | Belgium | Antwerp, Brussels |
| 4 | Canada | Toronto, Montreal |
| 5 | China | Shangai |
| 6 | Cyprus | Lamaca |
| 7 | Czech Republic | Prague (Via Frankfurt) |
| 8 | Denmark | Copenhagen |
| 9 | Egypt | Cairo |
| 10 | Finland | Helsinki |
| 11 | France | Paris (Rossy), Lyon |
| 12 | Germany | Darmstadt, 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 | Bartislowa |
| 29 | South Africa | Johannesburg, Durban |
| 30 | South korea | Kimpo |
| 31 | Spain | Barcelona |
| 32 | Sweden | Stockholm, Gothenburg, Milano |
| 33 | Switzerland | Basle, Zurich, Geneva |
| 34 | Taiwan | Taipei |
| 35 | U.A.E. | Dubai |
| 36 | U.K. | Landon (Heathrow), Newcastle, Oxford, Cheltham, Bristol, Wellingborough, Birmingham, East Midland, Manchester, Leeds, Glasgow. |
| 37 | U.S.A. | Newyork, Chicago, Sanfrancisco, Los Angeles, Atlanta |
| 38 | Ukraine | Kiev |

ANNEXURE-D**EDN/BHEL APPROVED TRANSPORTERS FOR INLAND ROAD TRANSPORTATION**

1. M/s Awagaman Road Carriers Ltd., Bangalore. (AWG)
2. M/s Delhi Assam Roadways corporation Ltd., Bangalore. (DRL)
3. M/s Indo Arya Central transport Ltd., Bangalore. (IACT)
4. M/s Prakash parcel Services, Bangalore. (PPS)
5. M/s Road Carrier of India, Bangalore. (RCI)
6. M/s Union Roadways Ltd., Bangalore. (URL)
7. Economic Transport Organisation Limited (ETO)
8. Precious Carrying Corporation Limited . (PCC)

ANNEXURE-EPERFORMANCE BANK GUARANTEE
(FOR FOREIGN PURCHASE ORDERS)BANK NAME AND ADDRESS

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

Dear Sir,

Ref: CONTRACT PERFORMANCE GUARANTEE.

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

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.

ANNEXURE - F**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:

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

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

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

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

(Seal of the Bank to be affixed)

WITNESS

1.

2.

BHEL MEMBER BANKS (CONSORTIUM BANKS)**PBG SHALL BE ISSUED FROM ANY OF THE FOLLOWING BANKS**

| | |
|----|-------------------------|
| 1 | Allahabad bank |
| 2 | Axis Bank |
| 3 | Andhra bank |
| 4 | Bank of Baroda |
| 5 | Bank of India |
| 6 | Canara Bank |
| 7 | Corporation bank |
| 8 | Central bank |
| 9 | CITI Bank |
| 10 | Deutsche Bank |
| 11 | Federal Bank |
| 12 | HSBC |
| 13 | HDFC |
| 14 | Indian Bank |
| 15 | ICICI |
| 16 | IDBI |
| 17 | Kotak Mahindra Bank |
| 18 | OBC |
| 19 | PNB |
| 20 | Punjab & Sindh Bank |
| 21 | State Bank of India |
| 22 | State bank of Hyderabad |
| 23 | Syndicate Bank |
| 24 | SCB |
| 25 | State Bank ofTravancore |
| 26 | UCO |
| 27 | Union Bank of India |
| 28 | United Bank of India |
| 29 | Vijaya Bank |
| 30 | RBS |
| 31 | Indusland Bank |

Annexure- H**Guidelines for Indian Agents of Foreign Suppliers**

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 Disclosure of particulars of agents/ representatives in India, if any.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:

2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

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

| SEARP (SRF) Clause No | Detail |
|-----------------------------|--|
| | Name & address of the firm |
| 1.0 | Products/ Systems / Services being considered for |
| 2.0 | General Information |
| 2.2 | Name of Chief Executive |
| 2.3 | Details of authorized signatory |
| 3.0 | Ownership Information |
| 3.1 | Type of firm |
| 3.2 | Nature of Business <ul style="list-style-type: none"> • Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies |
| 3.3 | Year of establishment |
| 3.4 | Year of commencement of business |
| 4.0 | Registration particulars |
| 4.1 | Permanent Account No. |
| 4.2 / 4.3 | Sales Tax / TIN no |
| 4.6 | Service tax no. (in case of E&C) |
| 5.0 | Organisational strength |
| 6.0 | Other particulars |
| 6.1 | If the company is already registered with other units |
| 6.2 | Directors/ Partners, if related to any BHEL Employee |
| 6.9 | If any Ex BHEL Personnel employed by the Company |
| 6.12 | Details of pending legal issues with BHEL |
| 6.13 | Bank Account information |
| 9.0 | Financial information |
| 9.6 | Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less) |