



Bharat Heavy Electricals Limited

(A Government of India undertaking)

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Electronics Division

PB No.2606, Mysore Road, Bangalore-560026, India Tel 080 26998366 / email : suryaprakash@bheledn.co.in

Tender document for supply, installation and commissioning of : DI Water Plant

R F Q Number: TRSM900067

Tender Qty : 1 Lot

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:

- All the Bidders shall comply with Technical Specification / Purchase Specification No 202/KP/FR-METSO/DIWP/Rev 01 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/KP/FR-METSO/DIWP/REV.01

	Pre qualification criteria	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 the same equipment from 2 or more different OEM's	
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	This equipment is to be used along with Aquastrom, AS200 cleaning machine at BHEL.	
	Vendor should have supplied at least 5 DI water recycling systems, which are used along with Aquastrom aqueous cleaning machine, globally.	
	Alternatively, the vendor should have supplied and installed at least 5 DM water plants (similar capacity) operating satisfactorily in India over last 5 years, of which at least one system (of similar capacity and purity DI water system) working along with similar cleaning machine in PCB assembly industry.	
	The details of the customers with contact details, machines installed, date of installations etc. are to be provided.	
5	The vendor shall be in a position to provide service and spares support for the installations in India.	





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6	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.	
7	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 an authorized service representative.	
8	The vendor shall arrange for a demonstration of the machine or a similar system, if required by BHEL.	
9	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.	
10	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.



Scope:

Supply, Installation and Commissioning of DI Water Recycling Plant consisting of 2 sets of Recycling System to be placed in Second Floor, In feed system & Disposal system in Ground Floor and accessories as described below and as shown in the diagram attached.

Specifications for DI Water Re-Cycling Plant:

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

rameter	Requirement	
Cycling System (2 Sets)	Each system as specified below	
ation	Second Floor of building No.14 (a four floor building)	
pacity	50 Lit/min at outlet	
tlet Water Resistivity	> 18 Mohm-cm with inlet water of at least 5 Mohm-cm	
oe of Inlet Water	DI water with contaminants of assembled PCB's like residues of flux, suspended particles etc.	
et Water Temperature	Water may be up to 60 Deg C. The whole system including resins, filter, tanks, outer bodies, piping valves and all system components should be designed to withstand continuous operation with 60 Deg C Water.	
tlet Pressure	2.8 to 3.3 Kg/sq. cm at inlet of each cleaning machine	
tem		
1) Storage Tank	a) 500 L tank.b) Should be made of Polypropylene, preferably light grey in color.	
2) Pre Filter	a) 5 microns Particulate Filter b) Flow of 50 Liters/Minute c) Differential Pressure gauge to monitor life d) Outer body should be of SS. e) Mechanism for easy replacement of filters.	
3) HMR	 a) To filter Tin, Lead and copper. b) Flow of 50 Liters/Minute c) The resin volume should be at least 90 Liters, with an exchange capacity of at least 2 eq/Lit. d) Body should be of FRP, preferably light grey in color. e) Without regeneration facility in the column. 	





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4) Granulated		Flow of 50 Liters/Minute.
Carbon	b)	Filter should have activated carbon, whose
	-1	Iodine number is at least 900 mg/g.
	c)	The quantity of Activated carbon should be at
	۷/	least 90 Liters. Without regeneration facility in the column.
		Body should be of FRP, preferably light grey in
	e)	color.
	f)	Mechanism for easy replacement of GAC.
5) Mixed Bed (· · · · · · · · · · · · · · · · · · ·	2 units in series.
3, wince see e	b)	At least 90 L resin each with exchange capacity
	- 7	of at least 1.8 eq/L for cation and 1.0 eq/L for
		anion.
	c)	Flow of 50 Lit/Minute.
		Without regeneration facility in the column.
	e)	Body should be of FRP, preferably light grey in
		color.
	f)	Mechanism for easy replacement of Resins.
6) Post filters	a)	1 microns Particulate Filter
	b)	Flow of 50 Liters/Minute
	c)	Differential Pressure gauge to monitor life
	d)	Outer body should be of SS.
7)	e)	Mechanism for easy replacement of filters.
7) UV filter	a)	For filtering water running at 50L/min and the
		water should subjected to a dose of at least 2500
	b)	μW.Sec / Sq.cm. The length of the UV unit should be
		approximately 36".
	c)	
	d)	The life of the lamp should at least be 8000hours
	e)	Easy replacement of UV lamp.
	f)	Indication of UV lamp working.
8) Heaters	a)	To heat the running water of 50L/min.
	b)	Heater capacity 30 KW with digital temperature
		control using PID and Solid state relays.
	c)	The control system should have set point,
		settable by the operator.
	d)	The Heater should have all safety mechanisms
		like over temperature cut off, high pressure
		cutoff & relief valve.
	e)	Should meet with applicable electrical safety
0) Divisor	-1	standards.
9) Pump	a)	Should be of enough capacity to circulate water in loop from Recycling system to machines at a
		distance of approx 15 Meters at a pressure of 2.8
		to 3.3 Kg/Sq cm at the input of the machine.
	b)	Material of Construction of pump should be of
		SS316.
	c)	Should be a multi stage pump.
	d)	The pumps shall be from a reputed
	,	manufactures with certifications like CE.





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10) Sump Pump(P1,P2) and	a) Pump in the drain line with a tank will be
Sump Tank(S1,S2)	provided by BHEL.
34111p Tallik(31,32)	b) Piping of the above said pumps will be in the
	scope of bidder.
11) Skid	a) The recycling system including the water tank is
, ,	to be mounted on a skid made of SS, with a spill
	containment tray, with proper drain
	arrangements.
	b) The drain line should be connected to the ETP
	tank kept in ground Floor.
	c) The skid area should not exceed 3.5 X 1.5
	Meters.
12) Valves	a) As shown in the diagram.
	b) Additional valves of appropriate type, if any to
	make the system operational and comply with
	the specification.
	c) Valves should be of suitable for DI water
	application.
	d) All valves shall be from a reputed manufacturer
12) Dining and accounting	with certifications like CE.
13) Piping and connection	a) As shown in the diagram b) Additional piping's required, if any to make the
	b) Additional piping's required, if any to make the
	system operational and comply with the specification.
	c) Piping should of CPVC schedule 80.
	d) Flow direction should be marked.
14) Enclosure	a) The unit should have an enclosure made of
,	Metal / Polypropylene, preferably grey in color
	with toughened glass window to have visibility.
	b) Unit should be designed for ease in operation
	and maintenance.
	c) The unit should be modular.
15) Meters	a) Digital Resistivity meters(10K - 20 M Ohms) at
	inlet and outlet of both the cleaning machines
	b) Pressure meter at both the machine inlets and
	other required places.
	c) Digital Flow Meter with totaliser at both the
	cleaning machine inlets.
16)Control system	a) There should be an independent DIC bessel
16)Control system	a) There should be an independent PLC based
	Control Panel and display for each recycling
	system. b) The control Panel should be mounted on the
	enclosure of the recycling system.
	c) One input circuit breaker which will control
	power to the recycling system.
	d) One start button to Open the corresponding
	valve and start the system and one stop button
	to switch the system OFF and close the
	corresponding valves.
	e) Option for Setting of the resistivity (Settable by
	the operator). If the resistivity of the outlet



		i) j) k)	water from Recycling system is less than the set point, it should re-circulate the water into the Water tank of the corresponding recycling system automatically through controlling the two way valve. Option for Setting of the temperature of heating (Settable by the operator). Indication Lamp for the status of the pump, and all the control valves. 3 Phase Indication lamp for Input Power. All the switches and Indication lamps shall be part of the line diagram, giving a clear idea of the system to the operator. A valve inside the cleaning machine in the Final rinse line opens and closes automatically according to the requirement. The recycling system should maintain a constant pressure at the inlet of the cleaning machine. The losses in the system are to be made up from the water tank #1 to recycling system Water tank automatically. The water tank #3 and water tank #4 will have a level sensor with high and low level set points. Once the water level reaches the low level set point, the valve in the line from In-Feed tank to the corresponding water tank should get opened and the pump P5 should be made ON. The drain line has a sump tank and a Pump. This pump is operated through a level switch in the sump tank. (Pump, Tank with the level switch is
		0)	provided by BHEL). Alarm (Buzzer and Light) for Tank level Low, Low Low, High, High High, Pump Trip. The system should have facility to accept the alarm, on which the buzzer stops but the visual alarm remains. If some other alarm comes, buzzer and corresponding light should get ON. One reset button to reset the alarm, after the fault is cleared.
		p)	The status of the Pump P5 and the level alarms of water tank #1 should be part of display.
В	In feed System	q)	Emergency Stop Button.
	1) Tank	1 Tank	of 4000L (Water Tank #1) is to be kept in Ground
	2, 3		or in feed. Tank should be suitable for storage of
	2) Pump(P5)	a)	A Pump to pump water from the in feed tanks in ground floor to the tanks in recycling system in second floor.





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		b) Material of Construction of pump should be of SS316.
		c) Should be a multi stage pump.
	3) Valve	a) As shown in the diagram.
		b) Additional valves of appropriate type, if any to make the system operational and comply with the specification.
		c) Valves should be suitable for DI water application.
		d) All valves shall be from a reputed manufacturer with certifications like CE.
	4) Piping and Connection	a) As shown in the diagram
		 b) Additional piping's required, if any to make the system operational and comply with the specification.
		c) Piping should of CPVC schedule 80.
		d) Flow direction should be marked.
С	Disposal System	
	1) Tank	a) 2 Tanks of 2000L each is to be kept in Ground
		Floor for Disposal.
		b) The two tanks are named 1) For Disposal and 2)For ETP.
		c) The tanks material should be suitable to store
		water with cleaning chemicals.
	2) Tank and Pump (2 Sets Each)	 a) Polypropylene tanks of 50 Liter Capacity preferably grey colour which will be mounted on floor next to the machine. These will be connected from drain line of machine through valve.
		b) The pumps, P6 and P7 should be mounted on the top cover of the Tanks and should be operated by a level switches in tanks, S4 and S5. The pumps shall be designed to deliver a flow of 25 LPM and develop a pressure suitable to pump through the Micron filter and HMR connected after this pumps.
		 c) Material of Construction of pump, P6 and P7 should be of SS316.
		d) Pump, P6 and P7 should be a multi stage pump.
		e) The pumps shall be from a reputed
	2) 1949 3111	manufactures with certifications like CE.
	3) HMR Skid	 a) A Skid to be placed on Second Floor, on which a HMR, Micron Filter are to be placed.
		b) The skid area should not exceed 1 X 1 Meter.
		The skid should be made of SS.
		c) The micron filter should comply with
		specifications told in A-7-6.
		d) The HMR should comply with specifications in A-7-3.





	4) Valves	a) As shown in the diagram.
	i, valves	a, 713 shown in the diagram.
		b) Additional valves of appropriate type, if any to
		make the system operational and comply with
		the specification.
		c) Valves should be of suitable for DI water
		application.
		 d) All valves shall be from a reputed manufacturer with certifications like CE.
	5) Piping and Connection	a) As shown in the diagram
	3) Tiping and connection	b) Additional piping's required, if any to make the
		system operational and comply with the
		specification.
		c) Piping should of CPVC schedule 80.
		d) Flow direction should be marked.
D	Support System	a) One MB Column of 90L capacity with all required
		components for having regeneration facility is to
		be supplied along with the system. This column
		will be installed off-site at BHEL and used for
		regeneration of the resins used in the recycling system.
E	General	a) Sampling points at all required places shall be
-	General	provided and it has to be shown in the drawing.
		b) The sampling points should have accessibility.
		c) All the sub assemblies should be modular,
		enabling easy replacement of sub assemblies
		without cutting and glueing.
F	Service Requirements	
	1) Power	a) 415V AC, 50z, 3 Phase will be provided by BHEL
		at each of the Recycling systems at the input
		breaker.
		b) 415V AC, 50z, 3 Phase will be provided by BHEL
		for the IN-Feed Pump at the Ground Floor.
		c) The power should be equally distributed in all
		three phases in each of the systems.
		 d) Total power requirement of the system is to be spelled out.
	2) Air	At approximately 6 bar will be provided at each of the
	_,	recycling systems and at the In-Feed system.
		, , ,
G	Safety	The system should have all safety features with regard to
		the operator and environment. If any item (plant, spare,
		consumables etc) is possessing health, fire or
		environmental hazard, it has to be clearly mentioned.
Н	Spares	The Operation and maintenance spares for 2
		years of operation should be supplied along with
		the machines. List of spares and Unpriced Price
		bid shall be part of technical bid.
		2.3 2.13.1 22 part 2. teamined and



		2) The supplier should support with the requirement of consumables like resins/filters etc.	
ı	Drawing and Documents to be	a) A Detailed Piping and Instrumentation diagram is	
	submitted	to be submitted.	
		b) A logic diagram should be submitted.	
		c) A drawing of Enclosure unit is to be submitted.	
		d) Electrical power circuit diagram should be submitted for the whole system.	
		e) Design calculations of filter size, pump size, piping sizes, valve sizes etc. are to be submitted along.	
		f) Make and Model of all the items/accessories used should be mentioned in the drawing.	
		g) Overall approximate weight of the system is to be specified.	
		h) All drawings and design should be approved by BHEL.	

Note:

- 1. Specify the System parameters briefly explain features wherever applicable.
- 2. If more than one model is quoted, separate offers shall be submitted.
- 3 .Additional Accessories, which will enhance the performance, shall be quoted separately.
- 4. Clause wise deviations, if any, have 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. The diagram attached herewith is for reference only, the bidder should his make his own diagram showing all major and minor components, which will make the system functional and complying with specifications.
- 7. The interested bidders shall visit the site for actual measurements for the piping and other requirements before bidding.
- 8. 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-Hazard Identification and Risk Assessment), and the precautions, control measures to be adopted.
- 9. Vendor shall spell out any aspects which can pollute the environment, and assessment of their impact (AIIA-Aspect Identification and Impact Assessment) on environment.
- 10. Vendor shall provide details of disposal mechanism of the equipment at end of lifecycle.



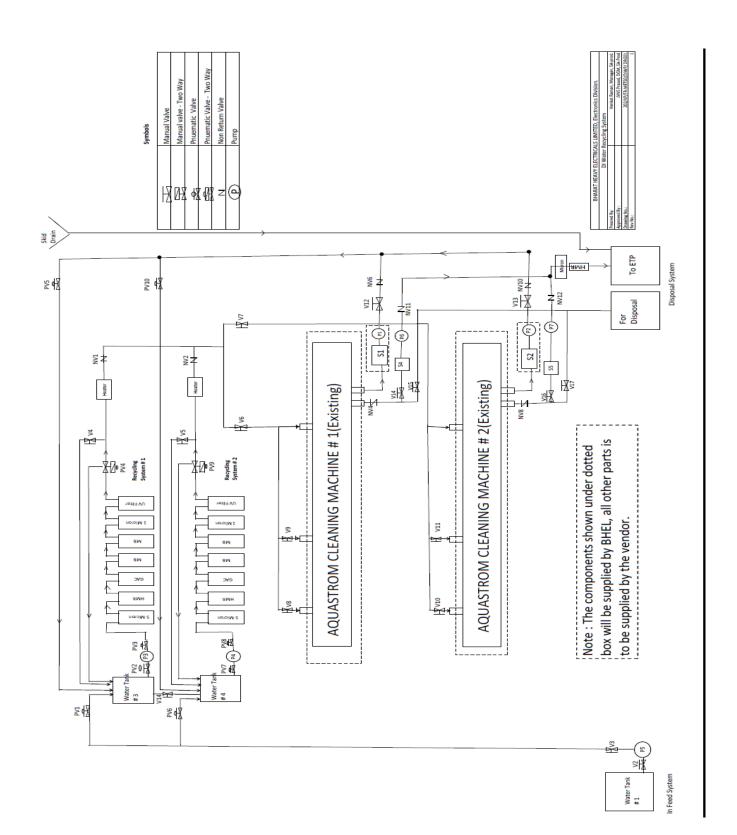
GENERAL TECHNICAL TERMS:

- **1.** Operation , Maintenance , Service & spare parts manual have to be supplied in hard copy and soft copy along with the equipment. Detailed Electrical and Electronic circuit diagram, Piping and Instrumentation diagram have to be provided as part of the manuals.
- **2.** Details of service agents in India to be furnished.
- **3.** The vendor should furnish the scope of work in AMC and the approximate AMC value shall be indicated in terms of %PO value.
- **4.** All commissioning / service requirements such as power, compressed air, water, lubricants, coolants, any civil requirements like special foundation arrangements etc. have to be listed and intimated well in advance.
- **5.** The equipment shall be installed & commissioned at BHEL / EDN by the vendor.
- **6.** Training shall be provided for operation & maintenance for BHEL personnel. The training details to be furnished.
- **7.** Service Engineers are to be deputed during initial pilot run and commissioning period at no extra cost to BHEL.
- **8.** Initial Calibration certificates 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.
- 10. The software upgrades during the warranty / guarantee period shall be provided free of cost.



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11. Schematic Drawing:





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 D**estination 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. <u>Bid Submission</u> 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.

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



- **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. <u>PURCHASE ORDER</u>: 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 its 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, and 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) Vendor's 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. <u>PENALTY:</u> 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. <u>PEFORMANCE BANK GUARANTEE:</u> 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, which ever is earlier. Offers not complying with this are 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 Airport / Sea port) including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, Letter of credit (L/C) if applicable, negotiation of bank documents, Export declaration, Certificate of origin etc.



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

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

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

For Sea freight Port of discharge shall be Chennai Sea Port and Place of destination to be ICD, Bangalore.

For Airfreight Port of Destination shall be Bangalore International Airport.

Note: Name of International sea port has to be selected from any one of the airports / sea ports 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. <u>DELIVERY SCHEDULE /REQUIREMENT</u>: 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. <u>VALIDITY:</u> 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. <u>RISK PURCHASE:</u> The purchaser at his discretion may also make purchase of the materials NOT supplied in time at the RISK & COST of the supplier. In this event, it will be obligatory on the part of the supplier who fails to supply the goods in time to make good to BHEL any loss due to such risk purchase.

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)

SI.	BHEL standard term	If you quote	Loading factor in % for non-
No.			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)

SI.	BHEL standard term	If you quote	Loading factor in % for non-
No.			compliance
1	80% basic payment + 100% taxes & duties with 30 days credit	Payment through bank	10 % x percentage quoted through bank / proforma
	+10% after commissioning+ 10% against submission of PBG	Payment against proforma invoice	invoice
		100% with 30 days credit after commissioning & submission of PBG	Nil

B. For non compliance of Penalty clause:

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

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

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



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

SI.	BHEL standard term	If you quote	Loading factor for non-
No.			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)

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

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

SI. 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 CONDTITIONS GOVERNING REVERSE AUCTION (RA):

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



- **b)** In case of RA, BHEL will engage the services of a service provider for conduct of theRA 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.



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QUOTATION FORMAT

ANNEXURE - A

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

(for Foreign Purchase Orders)

SI.	Particulars	Bidder's confirmation
No.	i artioulais	Blader 3 committation
1	Price basis:	
'	Firm i.e., from the date of PO to completion of contract	Acceptable / Not acceptable
	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	(a) Acceptable / Not acceptable
	documents,10% on commissioning & balance 10% against	(a) Acceptable / Not acceptable
	submission of PBG	
	(b) Deviation if any please specify	(b)
	Note: Refer clause 16	(6)
3	BHEL's penalty clause:	
3	(a) Delay in delivery as per PO delivery date will result in	(a) Assentable / Not assentable
	penalty of 0.5 % per week and part thereof subject to maximum	(a) Acceptable / Not acceptable
	of 10% on the value of the items not supplier/delayed.	
	(b) Deviation if any Please specify	(b)
	Note: Refer clause 18	(b)
.4	Performance Bank guarantee:	Yes / No
	PBG for 10% of the basic material cost shall be furnished in the	
	BHEL prescribed format as detailed in clause 19.	
5	Warranty / Guarantee:	
	(a) BHEL Requirement	(a)Acceptable / Not acceptable
	(b) Deviation if any Please specify	
	Note: Refer clause 20 & 21	(b)
6	Terms of delivery:	
	(a) F.O.B international Airport /Seaport.	(a)Acceptable / Not acceptable
	Indicate name of International Airport / Seaport	
	(b) Deviation if any Please specify	(b)
	Note : Ref clause 22	
7	Delivery Quoted: Indicate number of weeks from the date of	Weeks
	issue of Purchase order	
	Note: Refer Cl 23	
8	Validity:	
	(a) Quotation should remain valid for a period of 90 days from	(a) Acceptable / Not acceptable
	the due date	
	(b) Deviation if any Please specify	(b)
	Note : Refer Cl 24	
9	Bank charges (If applicable):	
	(a) Bank charges within India is to BHEL account and outside	(a) Acceptable / Not acceptable
	India is to Supplier's account	
	(b) Deviation if any Please specify	(b)
10	Weight and Dimension of consignment with packing	To be enclosed



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QUOTATION FORMAT

ANNEXURE - B

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

(For Indigenous Purchase Orders)

SI.	Particulars	Bidder's confirmation
No.		
1	Price basis:	
'	Firm i.e., from the date of PO to completion of contarct	Acceptable / Not acceptable
	Note: Refer cl 1 b (ii) (Price variation not acceptable)	The september of the se
2	Excise duty:	Applicable / Not applicable
	If applicable indicate %.	ED:%
3	Sale tax:	Applicable / Not applicable
	If applicable indicate %	(a) VAT% (b) CST% against form C
		(b) CS1% against form C
4	Payment terms:	
	(a) 80 % basic payment + 100% taxes, duties, freight	(a) Acceptable / Not acceptable
	&insurance charges with 30 days credit,10% on commissioning & balance 10% against submission of PBG.	
	& balance 10 % against submission of P.DG.	(b)
	(b) Deviation if any please specify	(-)
	Note: Note: Refer clause 16	
5	BHEL's penalty clause:	
	(a) Delay in delivery as per PO delivery date will result in	(a) Acceptable / Not acceptable
	penalty of 0.5 % per week and part thereof subject to maximum	(6)
	of 10% on the value of the items not supplier/delayed. (b) Deviation if any Please specify	(b)
	Note: Refer clause 18	
6	Performance Bank guarantee (PBG):	Yes / No
	PBG for 10% of the basic material cost shall be furnished in the	
	BHEL prescribed format	
	Note: Refer clause 19	
7	Warranty / Guarantee: (a) BHEL Requirement	(a) A acceptable / Net acceptable
	(b) Deviation if any Please specify	(a)Acceptable / Not acceptable
	Note: Refer clause 20 & 21.	(b)
		(-)
8	Terms of delivery: (a) FOR EDN / BHEL, Bangalore (Free delivery to EDN/BHEL	(a)Acceptable / Not acceptable
	Bangalore)	(a)Acceptable / Not acceptable
	(b) Deviation if any Please specify	(b)
	Note: Refer clause 22	
9	Delivery Quoted: Indicate number of weeks from the date of	Weeks
	issue of Purchase order	
10	Note : Refer Cl 23 Validity:	
10	(a) Quotation should remain valid for a period of 90 days from	(a) Acceptable / Not acceptable
	the due date	(a) / locopiable / Not acceptable
	(b) Deviation if any Please specify	(b)
	Note : Refer Cl 24	
11	Bank charges (If applicable):	
	(a) Bank charges within India is to BHEL account and outside	(a) Acceptable / Not acceptable
	India is to Supplier's account	
	(b) Deviation if any Please specify	(b)
12	Weight and Dimension of consignment with packing	To be enclosed.





ANNEXURE - C

SECTOR	LOAD PORT	SECTOR	LOAD PORT
	Fxlixstowe	Fxlixstowe Kob	
	Le Harve		Yokohama
	Rotterdam		Nagoya
	Antwerp		Tokyo
	Hamburg	_	Osaka
	Genoa	-	PortKlang
	Gothenburg		Singapore
FIIROPF /	Bilbao	JAPAN /	Hongkong
EUROPE / SCOTLAND / AFRICA SECTOR	Bremen	FAR EAST /	Busan
	Algeciras	CHINA / S.KOREA	Masan
	Barcelona	SECTORS	Shanghai
	Cadiz	-	Yawata
SCOTLAND / AFRICA	La Spezia		Quingdao
	Venice		Yantai
	St.Potersbug		Dalian
	Thamesport		Tianjin
	Durban		
	Dundee]	
BLACK SEA & MED PORTS /	Odessa		Dubai / Rashid Port
RUSSIA /	IIIy Cheivsk	MIDDLE	Jebel Ali
CZECH /	Helsinki	EAST SECTORS	Oman
POLAND / FINLAND /		SECIUKS	
UKRAINE	Gdinya		



LIST OF INTERNATIONAL AIRPORTS

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



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ANNEXURE-D

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)



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ANNEXURE-E

PERFORMANCE BANK GUARANTEE (FOR FOREIGN PURCHASE ORDERS)

BANK NAME AND ADDRESS

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

Dear Sir,

Ref: CONTRACT PERFORMANCE GUARANTEE.

Wł	HEREAS you have entered into a contract referenc	e No PO N			with M/s
		having	its	registered	office
at_	for the supply of				as
de	tailed in your purchase order No.	V	vhich is he	ereinafter refe	rred to as
	e said contract" and WHEREAS M/s				
	s undertaken to produce a Bank Guarantee for 109 nounting to			(
) to secure its obligati				
	gistered office at New Delhi for the performance of uipment supplied, We			ing the warra ———	
, un M/:	hereby	expressly, cipal ol the event	irrevocal oligors Bharat I	bly and un on beh Heavy Electr	reservedly alf of icals Ltd.
an an 26	y obligation according to the contractual obligation d without demur to Bharat Heavy Electricals Ltd., 06, Bangalore-560 026, India an amay be determined below:	of the said Electronics amount	d contract, Division , of	to pay you of Mysore Road (in	n demand d, P.B.No. words
	•			may hay	e directly
٠,	Notwithstanding any right M/sagainst you or any	disputes	raise	d by	M/s
			Your writ	ten demand	shall be
	conclusive evidence to us that repayment is due us be binding on us.				
2)	We shall not be discharged or released from arrangements, variations made between you an with or without our consent and Knowledge or by any forbearance	d M/s. by any alte	rations in	the obligation	ns of M/s.
	or otherwise.	e wiletilei	as io payii	ient, time, pe	iioiiiaiice
	OF OUTER WISE.				
3)	This guarantee shall remain valid until the end	of twenty-f	our weeks	after the clo	se of the

- 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.





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5)	This guar discharge		e shall l by an			•	e subject constitutio		_	g and sh Bank	nall not be or M/s.
6)	This guara	ante	e shall be	governed	d by and	construc	ted in acco	ordance	with th	e Laws of	f India.
7)	At any tin paying	ne _ to	Bhara	at Hea	ivy E	Bank lectricals	•	der this the (in	full For a	amoun	nd void by t being words) alf of Bank d 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.



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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 be its Branch Manager / authorised representative Sri represented herein be its (Hereinafter called 'guarantor' which term shall mean and includits successors and assigns)
IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED
(Buyer's Name), a company registered under th companies Act, 1956 having its registered office at BHEL House at Siri Fort, New Delhi-100 04 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 o (State the name of th company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean an include its liquidators, successors and assign) for the supply of system under order / Contract NoDt
AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detaile 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 Rupeebeing the 10% of the value of the goods supplied / Works performed / Service 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 Ban Guarantee for the said sum of Rs in favour of the company by reputed Bank, i which case the company has agreed to make payment to the supplier of the said sum of Rupee being (%) of the value of the goods supplied / Works performe / 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 term and conditions stated below: NOW THIS DEED WITNESSES THAT IN pursuance of the above said agreement, the guarantee between and agreement. With company is as follows:
hereby agrees and covenants With company is as follows:- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall b liable in respect of the amount due and owing to the company in respect of the payments to th extent of Rs (in words against any loss of 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 of	contained,	the liability of	of the guar	antor ι	under f	these
	presents is restricted to R	Rs	·	The guarai	ntee shall	be in t	force t	till its
	expiry on	unless a	demand is ı	made on the	guarantor	within	SIX m	onths
	from the date of expiry, all	the liability of	the guarant	or under this	s guarantee	shall	stand	fully
	discharged. The decision of	f the claimant in	n regard to	breach of co	ontract is fin	al and	bindir	ng on
	the Bank		•					-

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

(Seal of the Bank to be affixed)

WITNESS

1.

2.





ANNEXURE - G

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

1	Allahabad bank
2 3 4	Axis Bank
3	Andhra bank
	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 of Travancore
26	UCO
27	Union Bank of India
28	United Bank of India
29	Vijaya Bank
30	RBS
31	Indusland Bank

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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.



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

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